City Commission Regular Meeting
Tuesday, September 10, 2024 at 6:30 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain will give the invocation. Mayor Fred E. Cleveland will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Oath of Office: The Honorable Judge Wesley Heidt of the Seventh Judicial Circuit Court of Volusia County will administer the Oath of Office to City Manager Kevin Cowper.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the approval of Amendment No. 05 to the Consultant Engineering Agreement for Avcon, Inc. for Exhibit A - Airport Property Inventory Maps Update.

7.B Consider the approval of Amendment No. 9 to the Consultant Engineering Agreement for Avcon, Inc. for Disadvantaged Business Enterprise (DBE) Plan Update.

7.C Consider the approval of Amendment No. 01 to the Consultant Engineering Agreement for Avcon, Inc. for Taxiway B Rehabilitation and Runway 7-25 Pavement End Removal Construction Phase Services.

7.D Consider the approval of an Award of Bid to Masci General Contractor, Inc. for Taxiway B Reconstruction and Runway 7-25 Pavement Removal.

7.E Consider the approval of FAA Grant Offer for Construction of Taxiway B Reconstruction and Removal of Runway Ends of 7/25 and authorizing the Mayor, City Manager, and City Attorney to execute the grant award on behalf of the City.

7.F Consider the adoption of the City Commission minutes from the regular meetings held on August 13, 2024 and August 27, 2024.

7.G Consider the approval of the Farmer's Market Memorandum of Understanding renewal for two years, to expire on September 30, 2026.

7.H Resolution No. 56-24: Consider the adoption of a Resolution, which if adopted, would approve the absence of the Vice Mayor during the regular City Commission meeting scheduled for Tuesday, September 24, 2024.

7.I Consider the approval of a contract award to Topline Recreation, Inc. for RFP 23-24-CRA Mary Avenue Tot Lot Improvements Project.

7.J Resolution No. 57-24: Consider the adoption of a Resolution, which if adopted, would add an administrative fee for Milestone Inspection Reports for aging structures.

7.K Consider the approval of an application for a Sidewalk Café Agreement for

the Little Griddle restaurant located at 412 Canal Street.

7.L Consider the approval of the purchase of one (1) ambulance from Ten-8 Fire & Safety LLC utilizing the Florida Sheriff Association Cooperative Purchasing Program.

7.M Resolution No. 58-24: Consider the adoption of a Resolution, which if adopted, would approve a 3% increase for annual slip leases and transient slip rates at the City Marina effective October 1, 2024.

7.N Special Event: Consider the approval of the Joy to the Arts Event 2024, to be held on Saturday December 14, 2024.

7.O Consider the approval and purchase of 70 Glock 45 9mm handguns, Aim Point ACRO Red Dots, Streamlight TLR-7A weapon lights and Safariland duty holsters.

7.P Resolution No. 64-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval to authorize the City Manager to execute a Commercial Contract between the City of New Smyrna Beach and the Karter Presley Lynaugh Trust for property located at 403 Magnolia Street, New Smyrna Beach Florida.

8.B Consider the approval to authorize the City Manager to execute Restrictive Covenants for property located at 403 Magnolia Street, New Smyrna Beach, Florida.

8.C Pavilion Rentals & Indoor Adult Athletics Fees

8.D Review and consider the approval of a Proportionate Fair Share Agreement (PFSA) for the off-site roadway improvements that are required for impacts caused by the development of the Ardisia Park (formerly known as Shell Pointe) PUD Phases 1 through 4 residential subdivision, for the total of $2,035,346.20 to be paid toward roadway improvements for Sugar Mill

Drive and Pioneer Trail, both County roads, and SR 44, a State FDOT road.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of minor revisions to the previously approved but not yet recorded Final Plat for Shell Pointe Phases 1 and 2 (S-3-22), including renaming the plat and area as Ardisia Park and authorizing the Mayor to execute the Contract for Plat Recording.

9.B Ordinance No. 34-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Large-Scale Comprehensive Plan amendment, changing the Future Land Use from Agriculture, Forestry Resource, and Conservation to Industrial Mixed-Use on approximately 1,618 + acres of land located south of State Road 44 and west of I-95 known as Deering Park Innovation Center (DPIC).

9.C Ordinance No. 42-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would establish Deering Park Innovation Center at New Smyrna Beach by amending language in the Future Land Use Element of the Comprehensive Plan.

9.D Ordinance No. 45-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if approved, would rezone a property by adding the Historic Building Overlay District, (HBOD) to a property located at 403 Magnolia Street known as the Woman's Club.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 53-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the City Code to require business impact estimates for certain municipal ordinances.

11. BOARDS AND COMMISSIONS

11.A Airport Advisory Board: Consider the reappointments/appointments of (3) three members to serve three-year terms set to expire on September 9, 2027.

12. MAYOR AND COMMISSION REPORTS

13. CITY CLERK'S REPORT

13.A City Clerk's Report

14. CITY ATTORNEY'S REPORT

15. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk’s office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

OATH OF OFFICE: THE HONORABLE JUDGE WESLEY HEIDT OF THE SEVENTH JUDICIAL CIRCUIT COURT OF VOLUSIA COUNTY WILL ADMINISTER THE OATH OF OFFICE TO CITY MANAGER KEVIN COWPER.

September 10, 2024

Background:

Kevin Cowper was selected as the new City Manager for the City of New Smyrna Beach on June 25, 2024. He is the former City Manager from Dothan, Alabama and former Assistant City Manager from Auburn, Alabama.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Oath of Office Kevin Cowper.pdf

OATH OF OFFICE

I, **KEVIN COWPER**, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA; AND BEING HIRED BY THE CITY OF NEW SMYRNA BEACH TO SERVE AS **CITY MANAGER**; DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE STATE OF FLORIDA, AND THE ORDINANCES OF THE CITY OF NEW SMYRNA BEACH; AND THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA, AND THE CHARTER OF THE CITY OF NEW SMYRNA BEACH; AND I WILL FAITHFULLY PERFORM THE DUTIES OF CITY MANAGER FOR THE CITY OF NEW SMYRNA BEACH, SO HELP ME GOD.

_____
KEVIN COWPER

ADMINISTERED BY:

_____
HONORABLE WESLEY HEIDT
SEVENTH JUDICIAL COURT
VOLUSIA COUNTY COURT JUDGE

THIS 10TH DAY OF SEPTEMBER, 2024.

ATTEST:

_____
KELLY MCQUILLEN
CITY CLERK

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CITY MANAGER'S REPORT

September 10, 2024

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 9-10-24.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – September 10, 2024**

Date: September 4, 2024

The CM and ACM along with city staff met with a representative of Geosam on August 27 to discuss parking and related matters on Luna Bella Lane in Venetian Bay.

The CM and ACM along with city staff, met with Glenn Storch and other representatives of the proposed Deering Park Innovation Center Development on August 28 to learn more about the proposal.

The CM, ACM, and staff met with the city's (LTG) parking consultant on August 28 to review progress on the parking study. Individual briefings with each member of the commission are scheduled with the parking consultant on Monday, September 9. A City Commission Special Meeting to present the parking study findings is scheduled on Tuesday, September 24 at 5:15 pm.

The new CRA/Economic Development Director Samantha Bergeron started on September 3.

On September 4, the CM met with Chamber of Commerce representatives to discuss business tax receipts (BTR's).

On September 6, the CM and ACM met with the leisure services director and staff to discuss proposed implementation of rental guidelines and a fee structure for city pavilions and indoor adult athletic fees. This item is on the September 10 commission meeting agenda. Also discussed, were proposed changes to the

Brannon Center guidelines and rate structure. This second item will be included on an upcoming meeting for review in late September or in October.

Flagler Avenue will close from Peninsula Avenue to Pine Street for sewer line replacement from Friday, September 6 through Friday, September 13.

On September 9, the Mayor and the CM will attend the Roundtable of Volusia County Elected Officials meeting.

On September 13 the CM, ACM, Development Services Director, and City Engineer will meet with FDOT representatives and the city's consultant to discuss the SR 44 Corridor Study.

On September 20 the CM, ACM, city staff, and the city's parking consultant will meet with county staff along with their off-beach parking contractor, to discuss collaboration between the city and county systems.

Former Capital Projects Director Jesse Kobe has been rehired to fill the position after it reopened with the resignation of the last director. He will start on 9/30/24.

The CM has initiated the process to regain ICMA Credentialed Manager status. This credentialing status was previously held 2011 – 2020 but lapsed during the Covid pandemic.

Should you have any questions or need additional information or clarification, on any of the items presented in this report, please let me know.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AMENDMENT NO. 05 TO THE CONSULTANT ENGINEERING AGREEMENT FOR AVCON, INC. FOR EXHIBIT A - AIRPORT PROPERTY INVENTORY MAPS UPDATE.

September 10, 2024

Background:

The Exhibit A is part of the Airport's Master Plan and was not properly completed in the most recent plan. Airport staff has had many recent interests in leases and lease expansion, but the FAA needs the Exhibit A completed properly before they can review the requests.

The preparation of the Exhibit A will follow the requirements of FAA SOP 3.00, Standard Operating Procedure for FAA Review of Exhibit A Airport Property Inventory Maps. The SOW described herein documents the planned approach to gather the necessary parcel information, background data, and other information to prepare the proposed drawings for submission to the Airport and the FAA/FDOT.

Airport Property Inventory Maps Update Planning Phase Services will be conducted over a 6-month period after the notice-to-proceed is issued by the City.

Findings:

Staff recommends the approval of Amendment No. 05 to the Consultant Engineering Agreement for Avcon, Inc. for Exhibit A - Airport Property Inventory Maps Update.

Fiscal Analysis:

Total cost is $93,900 and will be reimbursed by the FAA for 90% ($84,541) and FDOT for 8% ($7,512) with the final 2% ($1,878) paid by the Airport fund.
Expense is budgeted for 10454201-563203-24RWY.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

FAA grant update for TW B Recon, Exhibit A, and DBE Grant.pdf
Avcon Amendment No 5.pdf
AVCON,-INC-_23-24-COI.pdf
Agreement Between Avcon & CNSB.pdf

From: Carraro, Scott W (FAA)
To: Weese, Arvin; Cosat, Jacob; Hall, Tammy
Cc: Thompson, Jack C.M.; Allen, Ryan P (FAA); Reed, Amy M (FAA)
Subject: FY24 TW B Recon, Exhibit A, and DBE Grant
Date: Monday, August 26, 2024 10:59:00 AM

CAUTION: EXTERNAL EMAIL

Hi EVB Team,

As a follow-up to our conversation, we anticipate a FY24 AIP grant agreement for the Taxiway B Reconstruction, Runway 7/25 pavement removal, and Exhibit A update being issued the week of September 9th for signatures. I'm hoping it will go out closer to the beginning of the week, but I will keep you updated. We will need both the sponsor's representative and attorney signatures by 9/18 at the latest.

Feel free to reach out if you have any questions.

Best Regards,

Scott W. Carraro, P.E.
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819
Phone: (407) 487-7222

FIFTH AMENDMENT

TO THE

CONSULTING ENGINEERING AGREEMENT

AT

NEW SMYRNA BEACH MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

Exhibit A – Airport Property Inventory Maps Update

Planning Phase Services

This Amendment is entered into this _____ day of _____, 2024 by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter referred to as the "**CITY**," and **AVCON, INC.**, hereinafter referred to as the "**ENGINEER**."

1. Description of Project

A. Exhibit A – Airport Property Inventory Maps Update Planning Phase Services

The ENGINEER shall provide basic and special engineering services, as described in Sections 1 and 2, of the Prime Agreement, ATTACHMENT A – SCOPE OF SERVICES, and ATTACHMENT B - HOUR AND FEE PROPOSAL for the New Smyrna Beach Municipal Airport, herein after referred to as the PROJECT.

2. Scope of Professional Services, Milestones or Deliverables

This Amendment includes ENGINEERING SERVICES associated with the PROJECT. The PROJECT includes the tasks as outlined in EXHIBIT A – SCOPE OF SERVICES.

3. <u>Basis of Compensation/Period of Services</u>

Basis of Compensation/Period of Services are as follows:

1. Services described under Enclosures: ATTACHMENT A – SCOPE OF SERVICES, and ATTACHMENT B - HOUR AND FEE PROPOSAL Exhibit A – Airport Property Inventory Maps Update Planning Phase Services, will be conducted over a 6-month period after the notice-to-proceed is issued by the CITY. Project activities will be conducted in accordance with a project schedule to be developed. Any extension of the project timeline will require coordination between the ENGINEER and the CITY, and acceptance by both parties.

2. For ENGINEERING SERVICES as outlined in Section 2 above, the CITY shall pay the ENGINEER the lump sum fee of **$93,900.00.**

WHEREAS parties hereto have entered into a contract for itemized Professional Services dated May 14, 2024, and whereas parties hereto desire to amend said contract for purpose of accomplishing certain of these Professional Services, now therefore, in consideration of the mutual covenants hereinafter contained said contract is amended as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to the Agreement for Consulting Engineering Services to be executed on the date first mentioned above.

AVCON, INC.	**CITY OF NEW SMYRNA BEACH, a Florida Municipal Corporation**
By:	By:
Sandeep Singh, P.E. President	Fred E. Cleveland Mayor

Enclosures: ATTACHMENT A – SCOPE OF SERVICES
ATTACHMENT B – HOUR AND FEE PROPOSAL

ATTACHMENT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Exhibit A – Airport Property Inventory Maps Update

Planning Phase Services

PROJECT DESCRIPTION:

The CONSULTANT has prepared a scope of work and fee to update the Exhibit A – Airport Property Inventory Maps for New Smyrna Beach Airport (EVB or the Airport). The preparation of the Exhibit A will follow the requirements of FAA SOP 3.00, Standard Operating Procedure for FAA Review of Exhibit A Airport Property Inventory Maps. The SOW described herein documents the planned approach to gather the necessary parcel information, background data, and other information to prepare the proposed drawings for submission to the Airport and the FAA/FDOT.

PLANNING PHASE SERVICES:

Task 1: Data Collection

This task involves the necessary data collection required prior to updating the Exhibit A, including, but not limited to:

- Historical property information available (deeds, etc.)
- Previous Exhibit A property maps prepared for EVB

The Airport will provide all available records related to airport owned or disposed parcels and easements. This includes all available record documents (warranty deed, quitclaim deed, court judgments, easements, plats of subdivisions, etc.) pertaining to ownership or land interest of parcels within the limits of the Airport as well as plats of highways or roadway rights-of-way (ROW) bisecting Airport parcels. Upon receipt of deed parcel documents obtained from the Airport, the Consultant will review the data to ensure the information is present to fully populate the required tables per SOP 3.00. If needed, this task will employ the services of a title search firm to investigate any missing required information. This includes the following information for each parcel:

- The airport property boundary line and all airport parcels described in some manner (metes and bounds, township/range/section, lot and block, plat, or other appropriate boundary description)
    - If the above information is not available, the Consultant may rely on AutoCAD generated bearings and distances for each of the parcel boundaries and/or GIS parcel data from the Volusia County Property Appraiser's Office

- Parcel numbers
- Name of grantor (selling owner)
- Type of conveyance instrument (warranty deed, quitclaim deed, court judgment, etc.)
- Purpose of acquisition/disposal
- Date of property acquisition/disposal/release
- Book and page of recording
- Type of interest acquired (fee simple, easement, etc.)
- Acreage of the parcel
- FAA grant number, including year, if acquired under a grant
- Surplus property transfer, government land transfer, if applicable
- Type of easement, if applicable
    - Easement benefiting the Airport, easements held by others within the Airport
    - Clearing, avigation, utility, right of way, expiration, easement held by others, subordination agreement, etc.
- Date and type of release/land use change approval, if applicable
- Public land references, if applicable
- Any know encumbrances on the property, if applicable

The Consultant will organize all data into an electronic file by property type (initial conveyance, acquisition, etc.) and by parcel.

Task 2: Development of Exhibit A Map Sheets and Tables

The Exhibit A will document all land interest acquired and disposed of by the Airport. It is anticipated that the Exhibit A plan set will be comprised of at least the following sheets:

- Sheet 1 - Cover/title sheet
- Sheet 2 (and 3 if needed) - Property Inventory Map sheet, including parcels related to:
    - Initial conveyance parcels showing the original airport property acquired
    - Acquired parcels showing subsequent parcels acquired since initial

conveyance to present day (November 2023), including the aforementioned tables

  - Disposed parcels showing any parcels that have been disposed of to present day

  - Easement and right-of-way to present day

- Sheets 3 and 4 (or 4 and 5) - Legal descriptions sheet and/or parcel tables (if they cannot fit with the plan view on the previous sheets)

The plan set will be assembled in accordance with the checklist provided in SOP 3.00. This includes, but is not limited to:

- Airport property boundary line as provided by the Airport in accordance with the requirements of SOP 3.00

  - **If needed, this task will employ the services of a boundary survey firm to survey the official airport property boundary**

- All the airport property parcels are shown and have a unique designation

- Each segment of a parcel's boundary is described in some manner

- A table containing the parcel information from SOP 3.00 and as provided in the data collection task

The background or basemap of the plan set shall include the existing and future configurations based on the ALP being prepared as part of this SOW, including bearing and distance information for each parcel.

Task 3: Exhibit A Plan Set Production

Up to six (6) total submittals of the Exhibit A plans package and SOP checklist will be provided in both hardcopy and digital format consisting of the following: three (3) digital progress copies and up to three (3) hardcopies. Once final approvals and signatures are received, digital copies will be sent to the Airport and the FAA/FDOT.

Summary of Deliverables

- Meeting agendas, minutes, attendance lists, and supporting materials meeting

- Exhibit A kickoff and data collection meeting (assume to be virtual)

  - Include a summarization of the information required for each parcel (deeds, easements, etc.)

- Draft Exhibit A review meeting (assume to be virtual)

  - One (1) digital progress copy of the plan set and SOP checklist

delivered virtually in advance of the meeting

- Final draft Exhibit A review meeting (assume to be virtual)
    - One (1) digital progress copy of the plan set and SOP checklist delivered virtually in advance of the meeting
- Final Exhibit A deliverables
    - Final Exhibit A plans package for final FAA/FDOT review and approval (up to three [3] hardcopies and a digital copy)
    - Printed and electronic copies of FAA SOP 3.00 checklist for all parties
    - Backup documentation (land descriptions, sponsor certifications, or title opinions, if necessary, etc.) in electronic form
    - All plan set and survey files provided in AutoCAD format

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL

EXHIBIT A – AIRPORT PROPERTY INVENTORY MAPS UPDATE - PLANNING PHASE SERVICES

NEW SMYRNA BEACH MUNICIPAL AIRPORT

6/18/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Manager		Sr. Planner		Planner		CADD Designer		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 240	Rate/Hour:	$ 175	Rate/Hour:	$ 200	Rate/Hour:	$ 110	Rate/Hour:	$ 90			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**Data Collection**															
1.1	Data Collection		$ -	8	$ 1,920	20	$ 3,500	60	$ 12,000	8	$ 880		$ -	96	$ 18,300	$ 52,000
	Subtotal	**0**	**$ -**	**8**	**$ 1,920**	**20**	**$ 3,500**	**60**	**$ 12,000**	**8**	**$ 880**	**0**	**$ -**	**96**	**$ 18,300**	**$ 52,000**
2	**Development of Exhibit A Map Sheets and Tables**															
2.1	Development of Exhibit A Map Sheets and Tables	2	$ 620		$ -	16	$ 2,800	24	$ 4,800	8	$ 880	80	$ 7,200	130	$ 16,300	$ -
	Subtotal	**2**	**$ 620**	**0**	**$ -**	**16**	**$ 2,800**	**24**	**$ 4,800**	**8**	**$ 880**	**80**	**$ 7,200**	**130**	**$ 16,300**	**$ -**
3	**Exhibit A Plan Set Final Reviews, Production and SOP 3.00 Checklist**															
3.1	Exhibit A Plan Set Final Reviews, Production and SOP 3.00 Checklist	2	$ 620	4	$ 960	8	$ 1,400	10	$ 2,000	8	$ 880	16	$ 1,440	48	$ 7,300	$ -
	Subtotal	**2**	**$ 620**	**4**	**$ 960**	**8**	**$ 1,400**	**10**	**$ 2,000**	**8**	**$ 880**	**16**	**$ 1,440**	**48**	**$ 7,300**	**$ -**
	Total	**4**	**$ 1,240**	**12**	**$ 2,880**	**44**	**$ 7,700**	**94**	**$ 18,800**	**24**	**$ 2,640**	**96**	**$ 8,640**	**274**	**$ 41,900**	**$ 52,000**

Total Project Fee	**$ 93,900**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Catherine Goff
PHONE (A/C, No, Ext): 407-740-5550 **FAX (A/C, No):** 407-740-5522
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Travelers Casualty Ins Co Amer	19046
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : Travelers Casualty Ins Co Amer — 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AMENDMENT NO. 9 TO THE CONSULTANT ENGINEERING AGREEMENT FOR AVCON, INC. FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN UPDATE.

September 10, 2024

Background:

A Disadvantaged Business Enterprise (DBE) is a for-profit business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily operations. The DBE program is a legislatively mandated USDOT program that applies to recipients of USDOT federally assisted contracts issued by the FDOT.

This DBE update will create goals for DOT assisted projects for the Fiscal Years (FY) 2024 through 2026 in accordance with the Department of Transportation's 49 CFR Part 26, Section 26.45. The process is intended to provide maximum flexibility, while ensuring that the goals are based on the availability of ready, willing, and able DBEs in themarket area of the New Smyrna Beach Municipal Airport (EVB). The process of setting goals is used to estimate the percentage of the base work that would be performed by DBEs in the absence of discrimination and effects.

Findings:

Staff recommends the approval of Amendment No. 9 of the Consultant Engineering Agreement for Avcon, Inc. for Disadvantaged Business Enterprise (DBE) Plan.

Fiscal Analysis:

$12,400 from 10454201.563203.24RWY with FAA funding reimbursement at 90% ($11,160). The remaining balance ($1,240) will be paid by the Airport fund.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

FAA grant update for TW B Recon, Exhibit A, and DBE Grant.pdf
Agreement Between Avcon & CNSB.pdf
Avcon Amendment No. 9.pdf
AVCON,-INC-_23-24-COI.pdf

From: Carraro, Scott W (FAA)
To: Weese, Arvin; Cosat, Jacob; Hall, Tammy
Cc: Thompson, Jack C.M.; Allen, Ryan P (FAA); Reed, Amy M (FAA)
Subject: FY24 TW B Recon, Exhibit A, and DBE Grant
Date: Monday, August 26, 2024 10:59:00 AM

CAUTION: EXTERNAL EMAIL

Hi EVB Team,

As a follow-up to our conversation, we anticipate a FY24 AIP grant agreement for the Taxiway B Reconstruction, Runway 7/25 pavement removal, and Exhibit A update being issued the week of September 9th for signatures. I'm hoping it will go out closer to the beginning of the week, but I will keep you updated. We will need both the sponsor's representative and attorney signatures by 9/18 at the latest.

Feel free to reach out if you have any questions.

Best Regards,

Scott W. Carraro, P.E.
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819
Phone: (407) 487-7222

Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

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The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

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A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

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SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Admiral Insurance Company 24856 INSURER B : Travelers Indemnity Co of Amer 25666 INSURER C : The Travelers Indemnity Company 25658 INSURER D : Travelers Casualty Ins Co Amer 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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The ACORD name and logo are registered marks of ACORD

NINTH AMENDMENT

TO THE

CONSULTING ENGINEERING AGREEMENT

AT

NEW SMYRNA BEACH MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

DBE Plan Update

Planning Phase Services

This Amendment is entered into this _____ day of _____, 2024 by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter referred to as the "**CITY**," and **AVCON, INC.**, hereinafter referred to as the "**ENGINEER**."

1. Description of Project

A. DBE Plan Update - Planning Phase Services

The ENGINEER shall provide basic and special planning services, as described in Sections 1 and 2, of the Prime Agreement, EXHIBIT A – SCOPE OF SERVICES, and EXHIBIT B - HOUR AND FEE ESTIMATE for the New Smyrna Beach Municipal Airport, herein after referred to as the PROJECT.

2. Scope of Professional Services, Milestones or Deliverables

This Amendment includes PLANNING SERVICES associated with the PROJECT. The PROJECT includes the tasks as outlined in EXHIBIT A – SCOPE OF SERVICES.

3. <u>Basis of Compensation/Period of Services</u>

Basis of Compensation/Period of Services are as follows:

1. Services described under Enclosures: EXHIBIT A – SCOPE OF SERVICES, and EXHIBIT B - HOUR AND FEE ESTIMATE for Disadvantaged Business Enterprise Goal Updates for FY 2024-2026 - Planning Phase Services, will be conducted over an 8-week period after the notice-to-proceed is issued by the CITY. Project activities will be conducted in accordance with a project schedule to be developed. Any extension of the project timeline will require coordination between the ENGINEER and the CITY, and acceptance by both parties.

2. For PLANNING SERVICES as outlined in Section 2 above, the CITY shall pay the ENGINEER the lump sum fee of **$12,400.00**

WHEREAS parties hereto have entered into a contract for itemized Professional Services dated May 14, 2024, and whereas parties hereto desire to amend said contract for purpose of accomplishing certain of these Professional Services, now therefore, in consideration of the mutual covenants hereinafter contained said contract is amended as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to the Agreement for Consulting Engineering Services to be executed on the date first mentioned above.

AVCON, INC.	**CITY OF NEW SMYRNA BEACH, a Florida Municipal Corporation**
By:	By:
Sandeep Singh, P.E. President	Fred E. Cleveland Mayor

Enclosures: EXHIBIT A – SCOPE OF SERVICES
EXHIBIT B – HOUR AND FEE ESTIMATE

EXHIBIT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Disadvantaged Business Enterprise
Three-Year Overall Goal
FY 2024-Fy2026

Planning Phase Services

PROJECT DESCRIPTION:

The CONSULTANT has prepared a scope of work and fee to calculate and develop the three-year overall Disadvantaged Business Enterprise (DBE) goals for DOT assisted projects for the Fiscal Years (FY) 2024 through 2026 in accordance with the Department of Transportation's 49 CFR Part 26, Section 26.45. The process is intended to provide maximum flexibility, while ensuring that the goals are based on the availability of ready, willing, and able DBEs in the market area of the New Smyrna Beach Municipal Airport (EVB). The process of setting goals is used to estimate the percentage of the base work that would be performed by DBEs in the absence of discrimination and effects.

PLANNING PHASE SERVICES:

Task 1.1: Review of Previous Contracts, Bidders Lists, and Anticipated Airport Improvement Program Projects

The CONSULTANT will review any previous contracts with state or federal funding to determine the percentage of DBEs that have participated in EVB projects within the last five years. This will determine which DBEs have participated in previous projects, to what extent, and where they are based. This information, together with the bidders lists from previous projects will determine which DBEs, if any, have been interested in working for the airport and the market area from which contractors are pulled to bid and work on projects.

The CONSULTANT will also review with the Airport and/or its consultant(s), which projects are anticipated to be designed and/or constructed during the FY 2024 through 2026 three-year period that are anticipated to use federal or state funds. Part of this discussion will also include which North American Industry Classification System (NAICS) coded trades are likely to be involved in each proposed project.

Task 1.2: Research on the Market Area Availability

The CONSULTANT will research various databases including the Census Bureau data for NAICS codes for the total number of firms performing work in each of the relevant NAICS codes within the determined market area. The same

databases and the Florida Department of Transportation (FDOT) DBE database will be searched for the number of DBE firms certified by the FDOT and performing work within the same NAICS codes within the market area.

Task 1.3: Calculate the Base Figure of DBE Goals

The CONSULTANT will calculate the baseline DBE goals consistent with the process that is detailed in Section 26.45 for setting goals under DOT assisted projects to determine the Base Figure that represents the DBE's relative availability. The process of setting the goal is used to estimate the percentage of the base calculation that would be performed by DBEs in the absence of discrimination and its effects.

Task 1.4: Determination of Adjustment to Base Figure

There are various rationales, ways, and methods of adjusting the Base Figure, as well as determining if an adjustment is necessary. These rationales, ways, and methods will be considered and, if warranted, adjustments will be made to the federal DBE Goal Base Number.

Task 1.5: Consultation with Minority and Women Trade Organizations

The CONSULTANT will assist the Airport in consulting with various minority and women trade organizations, including the local Chamber of Commerce and the National Association of Minority Contractors to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on the opportunities for DBE's and the airport's efforts to establish a level playing field for the participation of DBE's.

Task 1.6: Public Notice of Proposed Overall Goals

The CONSULTANT will write a public notice of the proposed DBE goals, informing the public that the proposed goals and their rationale will be available for inspection during normal business hours from the date of publication for a period of at least 30 days. The notice will be placed on the EVB website and will inform the public of the proposed goals and will invite comments to be submitted to the Airport. This notice will also inform the public of a meeting to be held on an electronic medium such as Zoom or Teams that will explain the DBE Goal setting process and its outcomes in with a PowerPoint Presentation. The PowerPoint presentation will be made available to be placed on the website after the electronic meeting.

Task 1.7: Administrative Tasks

This task will include the administrative tasks associate with this project including but not limited to the setting up of the project within the CONSULTANT's accounting system, FAA Quarterly Reports, at least one conference call with EVB staff to discuss previous projects as well as projects intended to be accomplished within the three-year period, and the interaction with the FAA Office of Civil Rights.

Deliverables

- Report – Draft methodology of calculating 3-year DBE Overall Goals
- Public Meeting Notice
- Public Meeting PowerPoint
- Final Report of the methodology of calculating the 3-year DBE Overall Goals and submittal to the FAA Office of Civil Rights.

END OF EXHIBIT A

EXHIBIT B - HOUR AND FEE PROPOSAL

DISADVANTAGED BUSINESS ENTERPRISE THREE-YEAR OVERALL GOAL FY 2024-FY2026 - PLANNING PHASE SERVICES

NEW SMYRNA BEACH MUNICIPAL AIRPORT

11/26/2023

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Planner		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 240	Rate/Hour:	$ 170	Rate/Hour:	$ 145	Rate/Hour:	$ 70			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**SCHEMATIC DESIGN**											
1.1	Review of Previous Contracts, Bidders Lists & Anticipated AIP Projects		$ -	2	$ 340	12	$ 1,740	2	$ 140	16	$ 2,220	$ -
1.2	Research on Market Area Availability		$ -		$ -	12	$ 1,740		$ -	12	$ 1,740	$ -
1.3	Calculate the Base Figure of DBE Goals		$ -		$ -	12	$ 1,740		$ -	12	$ 1,740	$ -
1.4	Determination of Adjustment to Base Figure		$ -		$ -	8	$ 1,160		$ -	8	$ 1,160	$ -
1.5	Consultation with Minority and Women Trade Organizations		$ -		$ -	8	$ 1,160		$ -	8	$ 1,160	$ -
1.6	Publish Notice of Proposed Overall Goals		$ -		$ -	8	$ 1,160	2	$ 140	10	$ 1,300	$ -
1.7	Administrative Tasks	4	$ 960	4	$ 680	8	$ 1,160	4	$ 280	20	$ 3,080	$ -
	Subtotal	**4**	**$ 960**	**6**	**$ 1,020**	**68**	**$ 9,860**	**8**	**$ 560**	**86**	**$ 12,400**	**$ -**
	Total	**4**	**$ 960**	**6**	**$ 1,020**	**68**	**$ 9,860**	**8**	**$ 560**	**86**	**$ 12,400**	**$ -**

Total Project Fee	**$ 12,400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Catherine Goff
PHONE (A/C, No, Ext): 407-740-5550 **FAX (A/C, No):** 407-740-5522
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Travelers Casualty Ins Co Amer	19046
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AMENDMENT NO. 01 TO THE CONSULTANT ENGINEERING AGREEMENT FOR AVCON, INC. FOR TAXIWAY B REHABILITATION AND RUNWAY 7-25 PAVEMENT END REMOVAL CONSTRUCTION PHASE SERVICES.

September 10, 2024

Background:

Attached is a copy of Amendment No. 01, to the Agreement for Consulting Engineering Services for Avcon, Inc. (CONSULTANT) at the New Smyrna Beach Municipal Airport (SPONSOR) for professional services provided during the construction phase services of Taxiway B Reconstruction and Runway 07/25 pavement removal.

CONSULTANT will provide typical construction services including but not limited to:

- Attend and conduct weekly construction coordination meetings with Airport staff, Design staff, and Contractor Representatives. Addressed at these meetings will be to address previous work and discuss proposed next two weeks schedules and on-site inspection requirements.
- Address and coordinate Quality Control testing requirements.
- Perform Quality Assurance
- Provide weekly inspection report, including journal entries, photographs, notations of nonconforming work, and summary of testing report reviews
- Prepare final punch list and attend final acceptance inspection

Consultant will provide full time Resident Inspection Services with qualified Resident Project Representative (RPR) to:

- Conduct and supervise start-up activities
- Be present full time to observe the construction activities
- Be present full-time to observe the post construction closeout, final documentation, and reconciliations

The total fee amount for this amendment is $290,100.00.

Findings:
Staff recommends the approval of Amendment No. 01 to the Consultant Engineering Agreement for Avcon, Inc. for Taxiway B Rehabilitation and Runway 7-25 Pavement End Removal Construction Phase Services.

Fiscal Analysis:
Cost for this contract is $290,100 of which 90% ($261,090) to be reimbursed to the airport fund by the FAA and 8% ($23,208) to be reimbursed to the Airport fund by the FDOT. The remaining 2% ($5,802) will come from the Airport fund.

Account 10454201.563203.24RWY

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

Avcon Amend. No. 1 Taxiway B Reconstruction and 7-25 Pavement Removal.pdf
Agreement Between Avcon & CNSB.pdf
AVCON,-INC-_23-24-COI.pdf
FAA grant update for TW B Recon, Exhibit A, and DBE Grant.pdf

FIRST AMENDMENT
TO THE
CONSULTING ENGINEERING AGREEMENT
AT
NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

Taxiway B Reconstruction and Runway 7-25 Pavement Removal Construction Phase Services

This Amendment is entered into this _____ day of _____, 2024 by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter referred to as the "**CITY**," and **AVCON, INC.**, hereinafter referred to as the "**ENGINEER**."

1. Description of Project

A. Taxiway B Reconstruction and Runway 7-25 Pavement Removal Construction Phase Services

The ENGINEER shall provide basic and special engineering services, as described in Sections 1 and 2, of the Prime Agreement, ATTACHMENT A – SCOPE OF SERVICES, ATTACHMENT B - HOUR AND FEE PROPOSAL, and ATTACHMENT C – PROJECT SKETCH for the New Smyrna Beach Municipal Airport, herein after referred to as the PROJECT.

2. Scope of Professional Services, Milestones or Deliverables

This Amendment includes ENGINEERING SERVICES associated with the PROJECT. The PROJECT includes the tasks as outlined in EXHIBIT A – SCOPE OF SERVICES.

3. Basis of Compensation/Period of Services

Basis of Compensation/Period of Services are as follows:

1. Services described under Enclosures: ATTACHMENT A – SCOPE OF SERVICES, ATTACHMENT B - HOUR AND FEE PROPOSAL, and ATTACHMENT C – PROJECT SKETCH Taxiway B Reconstruction and Runway 7-25 Pavement Removal Construction Phase Services, will be conducted over an 8-month period after the notice-to-proceed is issued by the CITY. Project activities will be conducted in accordance with a project schedule to be developed. Any extension of the project timeline will require coordination between the ENGINEER and the CITY, and acceptance by both parties.

2. For ENGINEERING SERVICES as outlined in Section 2 above, the CITY shall pay the ENGINEER the lump sum fee of **$290,100.00.**

WHEREAS parties hereto have entered into a contract for itemized Professional Services dated May 14, 2024, and whereas parties hereto desire to amend said contract for purpose of accomplishing certain of these Professional Services, now therefore, in consideration of the mutual covenants hereinafter contained said contract is amended as follows:

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement for Consulting Engineering Services to be executed on the date first mentioned above.

AVCON, INC.

By:

Sandeep Singh, P.E.
President

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

By:

Fred E. Cleveland
Mayor

Enclosures: ATTACHMENT A – SCOPE OF SERVICES
ATTACHMENT B – HOUR AND FEE PROPOSAL
ATTACHMENT C – PROJECT SKETCH

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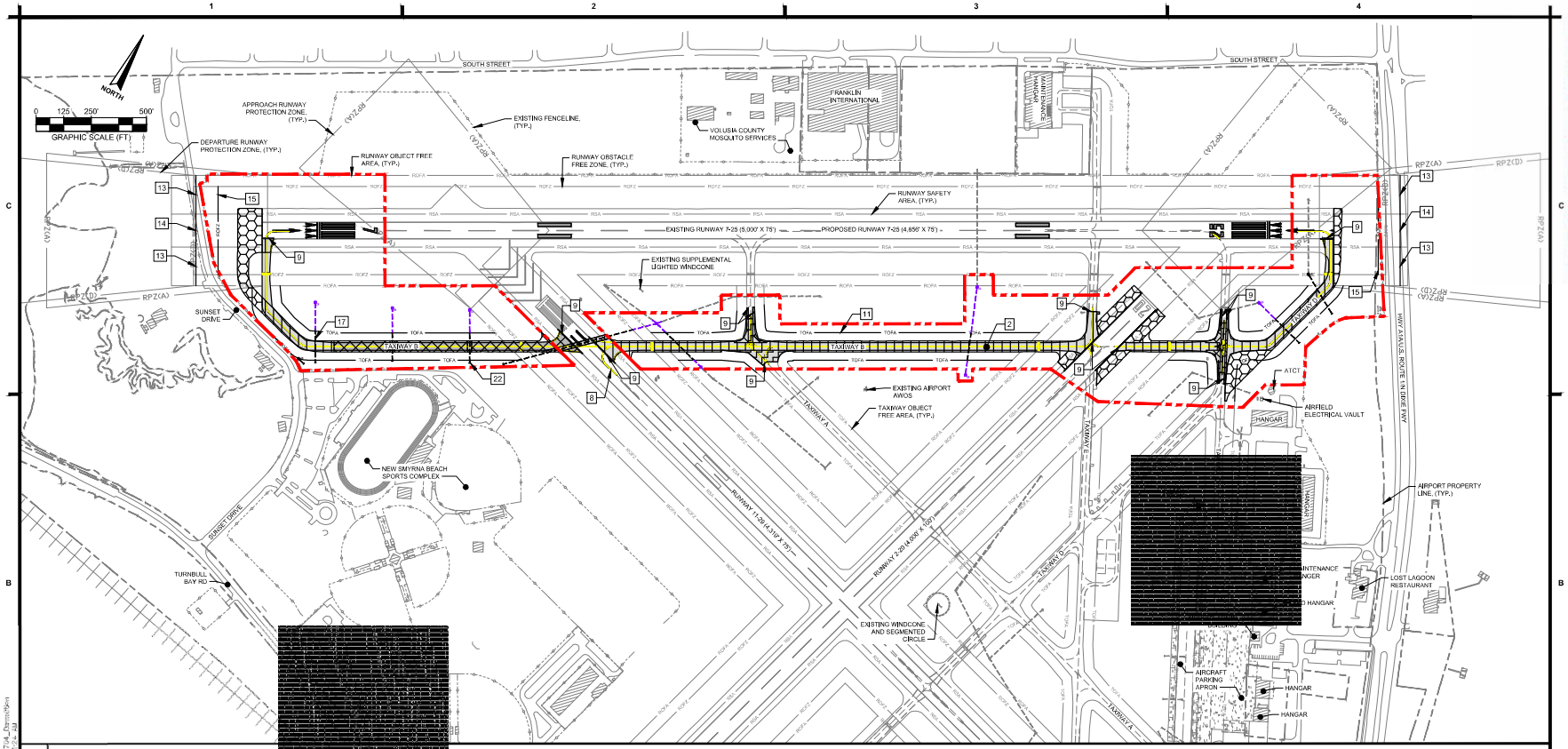

B1 GENERAL PLAN

2. NEW TAXIWAY B PAVEMENT, 35' WIDE, (TYP.). SEE SHEETS C
   INFORMATION.
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE
   INFORMATION.
9. TAXIWAY B PAVEMENT DEMOLITION LIMIT. SEE SHEETS C201-C206 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
17. NEW DRAINAGE PIPE (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.
22. NEW CONCRETE ENDWALL, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A1 KEYED NOTES

A2 SHEET LEGEND

PAVEMENT SECTION TO BE MILLED FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT. FULL DEPTH, ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER. SUITABLE OF-SITE CUT SHALL BE UTILIZED TO BRING AREAS BACK TO PROPOSED GRADE.

PAVEMENT SECTION TO BE DEMOLISHED, FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT. FULL DEPTH, ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER.

CONTRACTOR SHALL MILL EXISTING ASPHALT FULL DEPTH, ITEM P-101, COLD MILLING OF EXISTING PAVEMENT. FULL DEPTH. CONTRACTOR SHALL ONLY REMOVE EXISTING BASE COURSE AS NEEDED TO ALLOW FOR A SMOOTH TRANSITION WITH PROPOSED LIME ROCK BASE. EXISTING BASE COURSE SHALL BE PROTECTED IN PLACE.

CONTRACTOR SHALL MILL EXISTING ASPHALT 0.25", ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, 0.25" NOMINAL DEPTH. CONTRACTOR SHALL PROTECT IN PLACE ASPHALT PAVEMENT.

NEW FULL DEPTH PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (4" THICKNESS).

NEW MILL AND OVERLAY PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (4" THICKNESS).

GOPHER TORTOISE SURVEY LIMITS. ITEM 21, "GOPHER TORTOISE SURVEY/PROTECTION". SEE NOTES ON A3 THIS SHEET FOR ADDITIONAL INFORMATION.

INSTALLATION OF NEW DRAINAGE PIPE INCLUDED IN BID ALTERNATE "A". SEE THE DEMOLITION AND GRADING SHEETS FOR MORE INFORMATION.

A3 SHEET NOTES

1. THIS PROJECT GENERALLY CONSISTS OF THE RECONSTRUCTION OF TAXIWAY B, REMOVAL OF EXISTING PAVEMENT ON RUNWAY 7-25, REMOVAL OF RUNWAY 2-20 SHOULDER PAVEMENT, AIRFIELD ELECTRICAL RECONFIGURATION, GRADING, DRAINAGE INFRASTRUCTURE REHABILITATION, AND PAVEMENT MARKINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING ALL ASPHALT MILLINGS TO THE PREFERRED STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
3. ELECTRICAL WORK ASSOCIATED WITH THIS PROJECT SHALL INCLUDE EDGE LIGHT RECONFIGURATION DUE TO PAVEMENT DEMOLITION, NEW RUNWAY EDGE LIGHTS, NEW DISPLACED THRESHOLD LIGHTS, CONDUIT, COUNTERPOISE, AND CABLE NEEDED TO TIE BACK INTO THE EXISTING AIRFIELD ELECTRICAL VAULT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING OR ENHANCING THE CONSTRUCTION ACCESS ROUTES SEEN ON THIS SHEETS G004 - G009 AS NEEDED TO PASS CONSTRUCTION RELATED TRAFFIC.
5. ANY FILL MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G004 - G009. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.

GOPHER TORTOISE RESPONSIBILITIES NOTES:

1. THE CONTRACTOR SHALL COMPLETE A GOPHER TORTOISE SURVEY PAID UNDER ITEM "GOPHER TORTOISE SURVEY/PROTECTION." SURVEY RESULTS SHALL BE PROVIDED TO THE ENGINEER ONCE COMPLETED.
2. CONTRACTOR SHALL PROTECT ALL DISCOVERED BURROWS IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE REQUIREMENTS.
3. CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY GOPHER TORTOISE RELOCATION PERMITS. THIS WORK SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE PERMIT."
4. ALL COSTS FOR DIGGING, RELOCATION OF GOPHER TORTOISE, BACKFILLING, AND PERMITS FOR THE RECIPIENT SITE SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION."
5. THE CONTRACTOR SHALL TRACK TIME AND MATERIALS FOR THE EFFORT NECESSARY TO EXCAVATE ALL IDENTIFIED BURROWS.
6. THE GOPHER TORTOISE SURVEY SHALL BE COMPLETED AS SOON AS POSSIBLE AND RELOCATION SHALL BE COMPLETED BEFORE ANY WORK BEGINS. GOPHER TORTOISE EXCAVATIONS AND RELOCATION WORK COMPLETED PRIOR TO THE CONTRACT BEGINNING SHALL NOT COUNT AGAINST OVERALL CONTRACT TIME.

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** THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID **

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5957
www.avconinc.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GENERAL PLAN

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE, WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	PV
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	APRIL 2024
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704G003

PRELIMINARY DESIGN SUBMITTAL

DRAWING
G003

ATTACHMENT C

Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 5/24/2024

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : Travelers Casualty Ins Co Amer — 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Catherine Goff
PHONE (A/C, No, Ext): 407-740-5550 **FAX (A/C, No):** 407-740-5522
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Travelers Casualty Ins Co Amer	19046
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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From: Carraro, Scott W (FAA)
To: Weese, Arvin; Cosat, Jacob; Hall, Tammy
Cc: Thompson, Jack C.M.; Allen, Ryan P (FAA); Reed, Amy M (FAA)
Subject: FY24 TW B Recon, Exhibit A, and DBE Grant
Date: Monday, August 26, 2024 10:59:00 AM

CAUTION: EXTERNAL EMAIL

Hi EVB Team,

As a follow-up to our conversation, we anticipate a FY24 AIP grant agreement for the Taxiway B Reconstruction, Runway 7/25 pavement removal, and Exhibit A update being issued the week of September 9th for signatures. I'm hoping it will go out closer to the beginning of the week, but I will keep you updated. We will need both the sponsor's representative and attorney signatures by 9/18 at the latest.

Feel free to reach out if you have any questions.

Best Regards,

Scott W. Carraro, P.E.
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819
Phone: (407) 487-7222

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AN AWARD OF BID TO MASCI GENERAL CONTRACTOR, INC. FOR TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL.

September 10, 2024

Background:

Airport staff recently applied for and were awarded a grant from the FAA to reconstruct Taxiway B and to remove pavement from Runway 07/25 ends. Generally, the project includes reconstruction of Taxiway B from Runway 7 northeast to Runway 25 and includes corrections to the fillet geometry at intersections with taxiways and runways. Also included in the project are modifications to the medium intensity runway and taxiway lights (MIRL and MITL) impacted by the construction, pavement markings, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

To address Runway Obstacle Free Zone issues, pavement will be removed from both ends of Runway 7-25. The pavement removal will necessitate realignment of both ends of Taxiway B. The intersection of Taxiways B, C and D will be refined, removing excess pavement and ending Taxiway D at Taxiway C. See attached FAA documentation and letter.

The total cost for the construction phase is $4,847,128.64 of which the FAA is offering to reimburse 90% or $4,362,415.78 of the cost. We have applied for an FDOT grant to reimburse 8% or $387,440.29 which they are currently in the process of writing and will be brought to the commission later for approval. The remaining 2% or $96,942.57 will come from the Airport fund.

On May 16, 2024, the city advertised ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-25- Pavement Removal. As a result of the advertisement, on June 18, 2024, the following three bids were received:

- Masci General Contractor Inc. $4,847,128.64
- Halifax Paving Inc. $5,285,109.50
- P&S Paving Inc. $6,319,431.25

The project was advertised with a base bid and an Alternate (A). The FAA approved funding for both phases of this project. Masci General Contract Inc. was the lowest bidder for the combined phases.

Construction for this project will begin in November.

Fiscal Analysis:

The total cost for the construction phase is $4,847,128.64 of which the FAA is offering to reimburse 90% or $4,362,415.78 of the cost. We have applied for an FDOT grant to reimburse 8% or $387,440.29 which they are currently in the process of writing and will be brought to the commission later for approval. The remaining 2% or $96,942.57 will come from the Airport fund.

Account 10454201.563203.24RWY

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

ITB 24-24-AIR Taxiway B Reconstruction Bid Document W ATTACHMEN.pdf
Evaluation Tabulation.pdf
MASCI Submittal.pdf
Twy B Bid Tabulation and Recommendation for Award.pdf
Contract Signed - Masci.pdf
COI - MASCI.pdf
FAA Letter and Presentation to AAB
08-08-23 SOA FAA Grant.pdf
09-12-23 SOA FDOT Grant.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

ITB 24-24-AIR

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

RELEASE DATE: May 16, 2024
DEADLINE FOR QUESTIONS: June 6, 2024
RESPONSE DEADLINE: June 17, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/cityofnsb

City of New Smyrna Beach

ITB 24-24-AIR

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Project Specific .....
VI. Total Bid Proposal .....
VII. Terms and Conditions .....
VIII. Contractor Specific .....
IX. Insurance Requirements .....
X. Required Responses .....

Attachments:

A - Public Records
B - Required City Forms - Notarized
C - Required City Forms - Non-notarized
D - Draft Contract
E - Bond Forms
F - ITB 24-24-AIR Drawings
G - ITB 24-24-AIR Specifications
H - ITB 24-24-AIR Federal Contract Provisions
I - ITB 24-24-AIR Davis Bacon Wage Rate Determination
J - ITB 24-24-AIR Contractors DBE Plan
K - ITB 24-24-AIR DBE Letter of Intent Form
L - ITB 24-24-AIR DBE Participation Summary
M - ITB 24-24-AIR Topographic Survey
N - ITB 24-24-AIR Geotechnical Investigation Report

I. Public Notice

I.A Notice to Bidders

ITB 24-24-AIR

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

The City of New Smyrna Beach is seeking sealed bids from qualified Contractors for a Taxiway B Reconstruction and Runway 7-25 Pavement Removal project.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb, document 24-24-AIR.

This project will be funded by a Federal Aviation Administration (FAA) grant, a Florida Department of Transportation (FDOT) grant, and local share. The award of this contract will be contingent upon the concurrence of the FAA and FDOT.

All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Thursday, May 16, 2024
Daytona News Journal
OpenGov: https://secure.procurenow.com/portal/cityofnsb/

II. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of sixty (60) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid

submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach, Florida (hereinafter referred to as "the City") is soliciting invitation to bid 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal, to select a qualified Contractor to complete the aforementioned project.

II.B Background

The city serves an area of 41.6 square miles in size and serves a population of approximately 32,400. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	May 16, 2024
Pre-Bid Meeting (Non-Mandatory)	May 29, 2024, 9:00am In Person, initial Meeting Location: City of New Smyrna Beach Airport Administration Building, located at 602 Skyline Drive, New Smyrna Beach, FL 32168. Microsoft Teams: call in (audio only) +1 786-636-1338 United States Phone Conference ID: 647 505 958# * Site Visit to follow
Deadline for Written Questions	June 6, 2024, 5:00pm
Bid Due Date	June 17, 2024, 5:00pm
Bid Opening	June 18, 2024, 11:00am Microsoft Teams Meeting call in (audio only) +1 786-636-1338, United States Phone Conference ID: 493 552 479#
Recommendation to the Commission	August 13, 2024

III. General Definitions

III.A Definitions

The terms used in this specification are defined as follows:

CITY: City Of New Smyrna Beach

CLAIMS AND NOTICES: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager

or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

CONTRACTOR: The person, firm or corporation with whom this Contract is executed by the Owner.

DRAWINGS: The drawings listed and described in the Contract Documents.

ENGINEER: For this project, reference to the Engineer shall refer to City Engineer, Dan Nickols, P.E., AVCON, INC. or his designee. or his designee.

OWNER: City of New Smyrna Beach

PROJECTS: The entire construction, installation or work to be performed as set forth in the Contract Documents.

SPECIFICATIONS: The detailed written description of the work.

SUBCONTRACTOR: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

SURETY: Any person, firm or corporation that has executed as Surety.

IV. General Information

IV.A Acceptance of Bid

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

IV.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

IV.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10 %) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10 %) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 5, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

IV.F Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Bidders may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the proposals will occur at this time.

IV.G Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

IV.H City's Rights to Accept or Reject Bids

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

IV.I Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.J Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.K Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

IV.L Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff,

and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

IV.M Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

IV.N Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.O Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.P Due Date

Electronic bids shall be received prior to 5:00 pm on Monday, June 17, 2024, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

IV.Q Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

IV.R Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.S Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.T Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

IV.U Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.V Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Thursday, June 6, 2024. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.W Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

IV.X Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.Y Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

IV.Z Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.AA Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.BB On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.CC Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.DD Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline

IV.EE Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

IV.FF Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any bidder in the preparation of its bid or proposal in response to this solicitation, nor for the presentation of its bid or proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.GG Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.HH Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published

requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.II Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.JJ Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT

386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IV.KK Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.LL Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

IV.MM Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.NN State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.OO Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.PP Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

IV.QQ Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

IV.RR Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

V. Project Specific

V.A Project Description

The project generally consists of the Reconstruction of Taxiway Bravo (B), full length, and Pavement Removal from both ends of Runway 7-25 to accommodate the minimum required FAA Runway Obstacle Free Zone (OFZ) requirements. The project also includes replacement of drainage infrastructure, relocation and replacement of airfield lighting infrastructure, and marking/remarking of airfield pavement surfaces to accommodate aforementioned the changes in geometry.

V.B Project Scope of Work

This project includes corrections to taxiway fillet geometry at taxiway and runway intersections; removal of excess paved surfaces and restoration; modifications and replacement of existing airfield lighting and signage infrastructure with new LED taxiway edge lights, new LED runway and taxiway guidance signage, and new runway edge lighting to accommodate the changes in geometry on the airfield; airfield drainage infrastructure replacements; airfield pavement marking rehabilitation and remarking; stormwater permitting through St. Johns River Water Management District (SJRWMD); and post-construction FAA Flight Checks to certify and approve the changes in runway end point and runway edge lighting.

V.C Drawings and Specifications

General:

Drawings and Specifications can be found in the attachments section of this solicitation. Also included, for informational purposes only, are the original topographic survey drawings and the geotechnical investigation report.

This project is eligible for, and is anticipated to receive, federal grant funding from the FAA for the Construction. As such, there are mandatory federal contract provisions, DBE requirements, federal wage rate requirements that must be reviewed and considered during the bidding process.

Drawings: The general character and scope of the work are illustrated by the drawings titled as follows:

24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

Copies of Drawings and Specifications Furnished: The Owner shall furnish to the Contractor an electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

V.D Changes

Compliance with Specifications and Drawings: All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

V.E Clean-up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

V.F Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities

accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

V.G Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V.H Inspections and Tests

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V.I Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

- Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as "Active".
- Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

V.J Conditions of Work

Each bidder shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the bidder or which may, in the Contractor's opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The bidder, by and through the submission of this bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VI. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, most responsive and responsible bidder with the Base Bid, Bid Alternate "A", or any combination thereof as determined to be in the best interest of the City and their funding partners.

The uploaded price proposal in Section X must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

BASE BID

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	43,270	SY		
2	P-101	COLD MILLING EXISTING PAVEMENT, 0.25" NOMINAL DEPTH	1,720	SY		
3	P-101	OBLITERATE EXISTING SURFACE PAINT MARKINGS	5,425	SY		
4	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	1,700	LF		
5	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	4	EA		
6	P-152	UNCLASSIFIED EXCAVATION	3,400	CY		
7	P-152	BORROW EXCAVATION	3,700	CY		
8	P-152	ROCK EXCAVATION	490	CY		

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
9	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	3,575	CY		
10	P-401	ASPHALT SURFACE COURSE (4" THICKNESS)	6,936	TON		
11	P-602	EMULSIFIED ASPHALT PRIME COAT	6,640	GAL		
12	P-603	EMULSIFIED ASPHALT TACK COAT	1,640	GAL		
13	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	38,710	SF		
14	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	17,845	SF		
15	P-620	HALF-RATE RUNWAY & TAXIWAY MARKINGS, WITHOUT REFLECTIVE MEDIA	38,710	SF		
16	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	305	LF		
17	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	500	LF		
18	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	180	LF		
19	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	610	LF		
20	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	125	LF		
21	D-751	DITCH BOTTOM INLET, TYPE C	2	EA		
22	D-752	NEW FDOT CONCRETE U-WALL	1	EA		
23	D-752	NEW FDOT STRAIGHT CONCRETE ENDWALL	6	EA		
24	T-904	SODDING	52,505	SY		
25	-	GOPHER TORTOISE SURVEY/PROTECTION	1	LS		

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
28	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS		
29	GP-80	STABILIZED CONSTRUCTION ENTRANCE	2	EA		
30	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS		
31	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS		
32	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	2,215	LF		
33	C-102	STORM DRAIN INLET PROTECTION	10	EA		
34	C-105	FIELD OFFICE	1	LS		
35	C-105	FIELD OFFICE EQUIPMENT	1	LS		
36	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	1	LS		
37	SP-105-1	ELECTRICAL DEMOLITION	1	LS		
38	L-108-1	1/C L-824 - TYPE C UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	30,000	LF		
39	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	16,000	LF		
40	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	550	EA		
41	L-109-1	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS		
42	L-109-2	SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS	1	LS		

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
43	L-109-3	7.5KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 240V	1	LS		
44	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	14,000	LF		
45	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,300	LF		
46	L-110-3	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	200	LF		
47	L-115-1	L-867D JUNCTION CAN	9	EA		
48	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	4	EA		
49	L-115-3	L-867B, 1/2" THICK GALVANIZED STEEL BLANK COVER (NE)	18	EA		
50	L-125-1	L-852D MIRL RUNWAY EDGE LIGHT - CLEAR/YELLOW (A)	2	EA		
51	L-125-2	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	1	EA		
52	L-125-3	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	3	EA		
53	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	3	EA		
54	L-125-5	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	1	EA		
55	L-125-6	L-861 RUNWAY EDGE LIGHT - RED/YELLOW (A)	4	EA		
56	L-125-7	L-861E RUNWAY THRESHOLD LIGHT - GREEN/YELLOW (A)	4	EA		
57	L-125-8	L-861E RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED (A)	12	EA		
58	L-125-9	L-861E RUNWAY THRESHOLD LIGHT - RED/RED (T)	16	EA		
59	L-125-10	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	138	EA		

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
60	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	23	EA		
61	L-125-12	FIELD LIGHTNING ARRESTOR ASSEMBLY	11	EA		
62	L-125-13	NEW SIGN PANEL	6	EA		
63	L-125-14	REMOVE AND RELOCATE EXISTING SIGN ON NEW CONCRETE PAD	17	EA		
64	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
TOTAL						

BASE BID - ALLOWANCE LINE ITEMS

Allowance Line-Item Unit Prices are Pre-Determined by the Owner.

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
26	-	GOPHER TOROISE PERMIT	1	ALLOW	$10,000.00	
27	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	1	ALLOW	$25,000.00	
TOTAL						

BID ALTERNATE A

Additional Drainage Infrastructure Work Outside of the Taxiway Object Free Area

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
65	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	950	LF		
66	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA		
67	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	520	LF		

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
68	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	210	LF		
69	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	105	LF		
70	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	115	LF		
71	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	280	LF		
72	D-751	DITCH BOTTOM INLET, TYPE C	6	EA		
73	D-751	DITCH BOTTOM INLET, TYPE G	2	EA		
74	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
TOTAL						

VII. Terms and Conditions

VII.A Bid Completeness and Compliance

Bid submittals shall contain the information as required in this solicitation. Failure to submit the required information, or submittals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this

solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

VII.B Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE HUNDRED FIFTY ($150.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VII.C Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within TWO HUNDRED (200) days thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VII.D Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VII.E Liquidated Damages

The bidder further agrees to pay, as liquidated damages, the sum of ONE HUNDRED FIFTY ($150.00) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

VII.F Notice to Proceed

When the contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.G Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VII.H Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as “Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney’s fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and

determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.I Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VII.J Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.K Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed, then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner’s interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by

any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of “notice”, referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. *NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.* The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.L Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner’s Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of the Work, Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may

thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.M Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.N Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VII.O Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.P Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.Q Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VII.R Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.S Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VIII. Contractor Specific

VIII.A Authority and Duties of the Engineer

Status of the Engineer: The work shall be subject at all times to the review of the Engineer or designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or

rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VIII.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

VIII.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VIII.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

VIII.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VIII.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

In accordance with, §448.095, Florida Statutes, the VENDOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, the Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the

Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIII.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VIII.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VIII.I Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.
Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to

this bid and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VIII.J Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VIII.K Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

VIII.L Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

VIII.M Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

IX. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

IX.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

IX.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

IX.C Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of Project.

Longshoreman Insurance - required insurance coverage for many contractors and workers that work in and around a body of water. The Longshore and Harbor Worker's Compensation Act (LHWCA) was passed by Congress in 1927 and protects over 678,000 workers who may be injured or have an employment-related injury or occupational disease on navigable waters of the United States of America, or in adjoining areas. Longshoreman Insurance is the federal type of workers compensation insurance.

IX.D Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of the subcontractor's employees not otherwise protected under such provisions.

IX.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.F Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.G Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

IX.H Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

IX.I Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type

and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

IX.J Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

IX.K Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

X. Required Responses

X.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

X.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

X.D Florida Division of Corporations/Sunbiz *

Upload evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an “Active” status.

*Response required

X.E Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

X.F Solicitation Document Review *

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

X.G Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10 %) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier’s Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount often (10 %) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Monday, June 17, 2024. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

X.H Contract Execution, Payment Bond, and Performance Bond*

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

X.I Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

X.J Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

X.K Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

X.L References *

Upload as one (1) PDF file, a minimum of five (5) years' experience. Bidders must provide at least three (3) current customers and two (2) previous, within the past five (5) years.

If applicable, please list the examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. These references may be contacted during the evaluation process.

*Response required

X.M City Required Forms - Notarized, non-notarized, and signed addendums. *

Upload as one (1) PDF document the COMPLETED City forms: Notarized, non-notarized, and signed addendums.

*Response required

X.N Submittal *

Upload as one (1) PDF document a complete copy of the submittal, including cover page.

Include a price proposal with the submitted price spelled out in letters and signed.

Important note: The uploaded price proposal must be the same price submitted in Section VI of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Documents must be signed by an authorized Officer within your organization.

*Response required

X.O Access to Records and Reports*

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

☐ Please confirm
*Response required

X.P Breach of Contract Terms*

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

☐ Please confirm
*Response required

X.Q Construction Safety and Phasing Plan - Safety Plan Compliance Certification*

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) and the Construction Safety and Phasing Details, pages G003 thru G011 of the Contract Drawings, respectively, as well as Attachment "A" to Section 80 of the Contract Documents, and if awarded this Contract, I will abide by its requirements as written.

☐ Please confirm
*Response required

X.R Affirmative Action Requirement

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 10.0%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is The State of Florida, Volusia County, City of New Smyrna Beach.

X.R.1 CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):*

☐ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

☐ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____ % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts. If this option is selected, see next question for insertion of DBE commitment.

*Response required

X.R.2 The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____ % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

X.R.3 Required information pertaining to Bidder's DBE Status and DBE Plan. Please provide the following.*

Name of Bidders Firm:

Street Address:

City:

State:

Zip:

Bidder's Status: DBE or Non-DBE?

Age of Firm:

Annual Gross Receipts of Firm:

IRS Number:

*Response required

X.S Buy America Preference

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Required Documentation (if applicable)

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bids and/or offers;

c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

X.S.1 A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects*

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by: a) Only installing iron, steel and manufactured products produced in the United States; b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States. c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108. By selecting this certification statement, the bidder or offeror agrees: a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product. b) To faithfully comply with providing U.S. domestic products. c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified. d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees: a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested. b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal. c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA. d) To furnish U.S. domestic product for any waiver request that the FAA rejects. e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

*Response required

X.T CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by selecting the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The

applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X.T.1 The applicant represents that it IS or IS NOT a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.*

☐ IS
☐ IS NOT
*Response required

X.T.2 The applicant represents that it IS or IS NOT a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.*

☐ IS
☐ IS NOT
*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2024.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2024, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **____ _____ __** Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-285- Pavement Removal.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-285- Pavement Removal
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____ __

Spelled out: _____ _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

Contractor's Initials: _____

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Two Hundred (200)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance

Contractor's Initials: _____

DRAFT

- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE IV: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

Contractor's Initials: _____

DRAFT

and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

CITY OF NEW SMYRNA BEACH

_____

Fred E. Cleveland, Mayor

Dated: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

WITNESSES:

_____

CONTRACTOR

By: _____

_____

Dated: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2024 under Agenda Item No._____.

DRAFT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST: _____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____

____
_____ (Address)
(Witness as to Principal)

_____ _____

(Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ By: _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

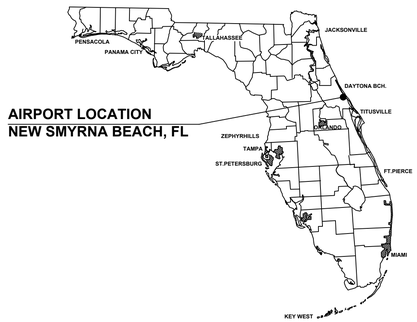
IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

NEW SMYRNA BEACH MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

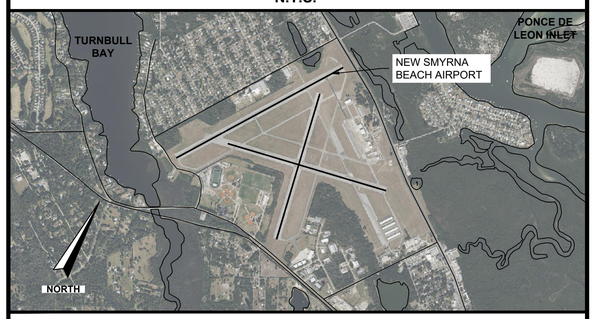
BID DRAWINGS

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL



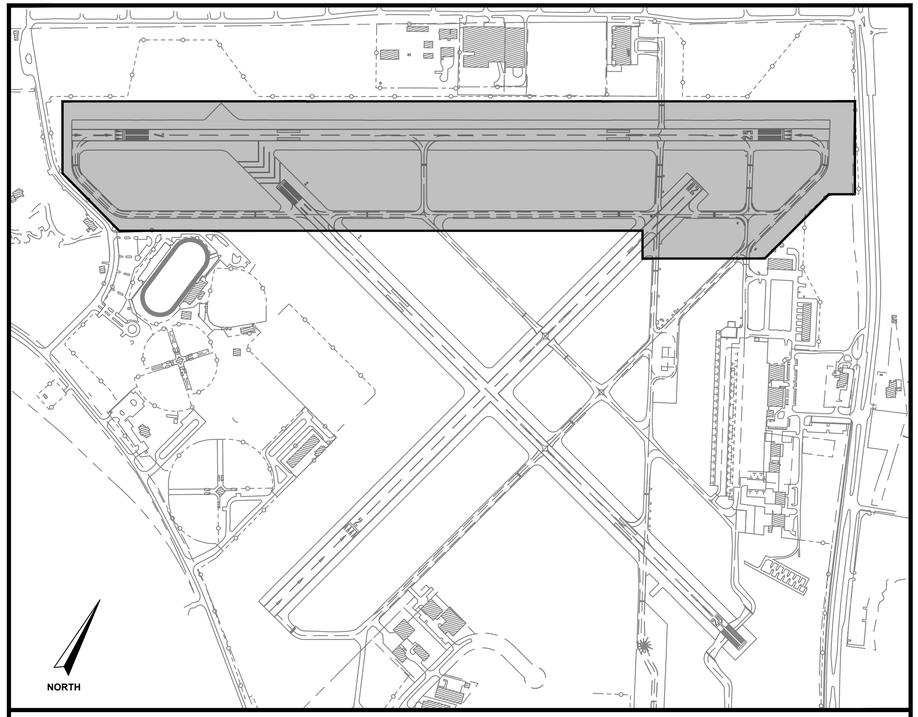
LOCATION MAP

N.T.S.



VICINITY MAP

N.T.S.



PROJECT MAP

N.T.S.

BID DRAWINGS

FAA AIG NO.	3-12-0054-029-2023
FDOT FM NO.	453565-1-94-01
NEW SMYRNA BEACH PROJECT NO.	ITB 24-24-AIR
AVCON PROJECT NO.	2023.287.04

DATE MAY 2024

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:

AVCON, INC.
ENGINEERS & PLANNERS
5555 EAST MICHIGAN ST, SUITE 200 - ORLANDO, FLORIDA 32822
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
www.avconinc.com

SHEET NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY, AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (IDENTIFIED ON THE PLANS OR NOT) AFFECTING ANY COMPONENT OF WORK HEREIN PRIOR TO THE START OF ANY CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION.

2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO THE START OF ANY CONSTRUCTION. SPECIAL ATTENTION SHALL BE TAKEN WITH THOSE EXISTING UTILITIES, STRUCTURES OR FEATURES (IDENTIFIED ON THE PLANS OR NOT) THAT MAY POTENTIALLY CONFLICT OR CROSS PROPOSED DESIGN COMPONENTS (I.E., AIRFIELD ELECTRICAL, STORM SEWERS, SANITARY SEWERS, WATER MAINS, COMMUNICATION LINES, HIGH POWER TRANSMISSION LINES, BUILDING FOUNDATIONS, ETC) AND ANY DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION. ANY COST ASSOCIATED WITH THE LOCATION OF EXISTING UTILITIES AS OUTLINED ABOVE IS THE RESPONSIBILITY OF THE CONTRACTOR.

3. ERRORS OR OMISSIONS - DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS, BUT IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY. THE ENGINEER WILL THEN MAKE SUCH CORRECTIONS AND INTERPRETATIONS AS NECESSARY TO REFLECT THE ACTUAL SPIRIT AND INTENT OF THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION, AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.

6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND PASS ALL TESTING OR INSPECTION REQUIREMENTS PRIOR TO ROAD BASE AND/OR SURFACE IMPROVEMENT CONSTRUCTION.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMITS AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS AND TESTING ACCORDING TO AGENCY REQUIREMENTS.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS AND REQUIREMENTS OF THE BREVARD COUNTY LAND DEVELOPMENT CODE AND ENGINEERING STANDARDS, PLUS THE CURRENT EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND UTILITY CONSTRUCTION, PLUS THE REGULATIONS AND ORDINANCES OF THE VARIOUS OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

9. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER FOR APPROVAL. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION COULD RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS IS FOR CONFORMITY WITH THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE AN IN-DEPTH CHECK FOR THE ABILITY OF THE CONTRACTOR TO PERFORM THE WORK IN A SAFE OR EFFICIENT MANNER. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DIMENSIONAL ACCURACY TO ENSURE FIELD FIT AND CONFORMITY OF THE VARIOUS COMPONENTS AND DETAILS.

10. CONTRACTOR SHALL KEEP ENGINEER ADVISED OF CONSTRUCTION SCHEDULE CHANGES SO THAT ENGINEER CAN PROVIDE CONSTRUCTION CERTIFICATIONS TO JURISDICTIONAL AGENCIES.

11. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON OR ADJACENT TO THE SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.

12. SAFETY - DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR THEIR REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

13. DURING THE COURSE OF THIS PROJECT, THE CONTRACTOR WILL BE EXPECTED TO CROSS ACTIVE AIRPORT PAVEMENT TO MAINTAIN SAFETY EQUIPMENT AND MEASURES AROUND THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERGO THE PROPER RADIO TRAINING NECESSARY TO EFFECTIVELY COMMUNICATE WITH THE AIRPORT TOWER STAFF VIA RADIO WHEN CROSSING ACTIVE PAVEMENT.

14. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY FOR DEWATERING. DISCHARGE WATER FROM DEWATERING SHALL BE CLEAR WITH NO VISIBLE SOIL PARTICLES. DISCHARGE WATER FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, OR CREATE PONDING. THE OPERATION SHALL NOT CAUSE ANY DAMAGE TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS. THE DEWATERING OPERATION SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES, A PRE-WORK MEETING WILL BE CONDUCTED WITH THE OWNER, THE CONTRACTOR, AND THE ENGINEER PRIOR TO BEGINNING ANY SITE EXCAVATION.

15. "AS-BUILT" PLANS FOR THE PROPOSED CONSTRUCTION SHALL BE PROVIDED UPON THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL SURVEYOR. AS-BUILT DRAWINGS SHALL BE COMPLETED ON EXISTING DRAWINGS AND ALL PROPOSED LOCATIONS AND ELEVATIONS SHALL BE UPDATED WITH AS-BUILT INFORMATION.

16. PIPE LENGTHS SHOWN ARE APPROXIMATE AND SHOULD BE ORDERED FROM FIELD STAKED QUANTITIES. PLAN PIPE LENGTHS ARE MEASURED AS DETAILED IN THE CORRESPONDING SPECIFICATIONS.

17. THESE DRAWINGS HAVE BEEN PREPARED, IN PART, BASED UPON RECORD DRAWINGS AND/OR CAD FILES FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THOSE UTILIZING THE INFORMATION ON THESE DRAWINGS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY PURPOSE.

18. ALL AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S STAGING AND CONSTRUCTION OPERATIONS SHALL BE RESTORED EQUAL TO OR BETTER THAN ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

19. ALL DIRT, DUST, STONES AND LOOSE DEBRIS SHALL BE CONTINUOUSLY REMOVED FROM ALL PAVED SURFACES DURING THIS CONTRACT.

20. ALL OF THE CONTRACTOR'S OPERATIONS SHALL REMAIN ON AIRPORT PROPERTY AT ALL TIMES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED ON ADJACENT PROPERTY.

21. THE CONTRACT DOES NOT ALLOW FOR PRICE INCREASES DUE TO ESCALATION IN COST OF UNIT BID ITEMS. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING UNIT PRICES FOR BID.

22. THE CITY OF NEW SMYRNA RESERVES THE RIGHT TO ELIMINATE ANY ITEMS OF THE CONTRACT AND PERFORM THESE ITEMS WITH COUNTY SUPPLIED FORCES AND MATERIALS IN ACCORDANCE WITH SECTION 40 OF THE GENERAL PROVISIONS.

23. ALL ELEVATIONS REFER TO NAVD 88 VERTICAL DATUM. COORDINATES REFER NAD 83 HORIZONTAL DATUM.

24. THE TOPOGRAPHIC FEATURES SHOWN HEREON WERE COMPILED FROM A FIELD SURVEY PERFORMED BY DEWBERRY DATED 11-03-2023.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FAILED QA TESTING REGARDLESS OF THE REASON FOR FAILURE. THE CONTRACTOR SHALL ENSURE AREAS ARE PASSING OR ABLE TO PASS PRIOR TO REQUESTING QA TESTING.

26. WHEN CUTTING CORES DURING ASPHALT QC TESTING, THE CONTRACTOR SHALL MAKE ANY AND ALL NECESSARY EFFORTS TO REMOVE SAWCUT SLURRY DURING CORE DRILLING. IF SLURRY REMAINS AFTER CUTTING OPERATIONS, THE CONTRACTOR SHALL RINSE/WASH THE ASPHALT SURFACE. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR SLURRY REMOVAL OR CLEANUP. IT SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL PORTION OF THE QC TESTING PROCEDURE.

27. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON CALL AT ALL TIMES FOR EMERGENCY MAINTENANCE OF ON AIRPORT HAZARD LIGHTING, RUNWAY CLOSURE MARKERS, AND BARRICADES.

28. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING THE OVERALL PROJECT, CONTRACTOR SHALL REACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS FINAL CONDITIONS.

GRADING NOTES

1. SELECTIVE GRADING SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER AND WILL BE PAID IN ACCORDANCE WITH ITEM P-152.

2. THE QUANTITY OF UNCLASSIFIED EXCAVATION, ITEM P-152, INCLUDES 100 CY OF UNDERCUT EXCAVATION WHICH WILL BE USED ONLY WHEN DIRECTED BY THE ENGINEER.

3. THE QUANTITY OF LIME ROCK BASE COURSE, ITEM P-211, INCLUDES 100 CY FOR REPLACEMENT OF UNDERCUT EXCAVATION WHICH WILL BE USED ONLY WHEN DIRECTED BY THE ENGINEER.

4. ALL SPOIL MATERIAL WHICH IS SUITABLE FOR EMBANKMENT AND EXCESS TOPSOIL SHALL BE DISPOSED OF ON AIRPORT PROPERTY AS SHOWN ON THE CONTRACT DRAWINGS, UNLESS OTHERWISE DIRECTED BY THE AIRPORT AUTHORITIES. SPOIL MATERIAL WHICH IS NOT SUITABLE FOR EMBANKMENT SHALL BE DISPOSED OF OFF AIRPORT.

5. EMBANKMENTS SHALL BE CONSTRUCTED WITH SUITABLE ON-SITE MATERIAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

6. THE LIMITS FOR HYDROSEEDING OR SODDING ARE THE LIMITS OF GRADING SHOWN ON THE GRADING PLANS. ALL AREAS OUTSIDE OF THE GRADING LIMITS WHICH ARE DISTURBED SHALL BE RESTORED, WITH SOD, BY THE CONTRACTOR AT HIS OR HER EXPENSE.

7. THE COST OF MEASURES AND PRACTICES FOR COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL SUCH AS AIR POLLUTION PREVENTION, WATER POLLUTION PREVENTION, TEMPORARY SEEDING, TEMPORARY MULCHING, CONSTRUCTION ROAD STABILIZATION, DUST CONTROL, PROTECTING VEGETATION, AND EROSION AND SILTATION CONTROL PRACTICES DUE TO THE CONTRACTOR'S MEANS AND METHODS, SHALL BE INCLUDED IN ITEM C-102 UNDER PAYMENT FOR TEMPORARY AIR & WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL.

8. ALL SOIL EROSION AND SEDIMENT CONTROL DEVICES AND MATERIALS SHALL BE IN PLACE PRIOR TO BEGINNING EARTHWORK OPERATIONS AND SHALL BE MAINTAINED UNTIL THE NEW SLOPES ARE STABILIZED WITH SODDING AND/OR SLOPE PROTECTION.

9. ALL GRADING AREAS SHALL BE RESTORED WITH SOD. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.

10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE SOD AS NECESSARY TO ENSURE CURRENT AND FUTURE GROWTH. FINAL PAYMENTS SHALL NOT BE MADE UNTIL FULL GRASS IS ACHIEVED AS DETERMINED BY THE CONTRACTOR.

PAVING NOTES:

1. ALL AREAS TO BE OVERLAID SHALL BE PREPARED IN ACCORDANCE WITH ITEM P-101, "COLD MILLING EXISTING PAVEMENT, DEPTH VARIES".

2. EMULSIFIED ASPHALT TACK COAT, ITEM P-603, SHALL BE APPLIED PRIOR TO PLACING EACH LIFT OF PAVEMENT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

3. IN CASES OTHER THAN CENTERLINE JOINTS, LONGITUDINAL PAVING JOINTS IN ONE LAYER SHALL BE OFFSET FROM THAT IN THE PREVIOUS LAYER BY AT LEAST ONE FOOT. THE JOINT AT THE CENTERLINE OF THE PAVEMENT SHALL LINE UP WITH PREVIOUS LAYER CENTERLINE JOINTS.

STORMWATER SYSTEM NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY INVERTS AND LOCATIONS OF THE EXISTING STORM SEWER SYSTEM PRIOR TO SUBMITTAL OF SHOP DRAWINGS AND CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY DISCREPANCY IN INVERTS AND LOCATIONS EXIST. IF THE CONTRACTOR DOES NOT VERIFY INVERTS OR RIM ELEVATIONS PRIOR TO SUBMISSION OF SHOPS DRAWINGS, NO COMPENSATIONS SHALL BE MADE FOR RE-STOCKING FEES OR RETURNS OF INCORRECT DRAINAGE INFRASTRUCTURE.

2. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PRODUCT INFORMATION/CUT SHEETS, AND/OR CERTIFICATIONS FOR ALL STORM WATER STRUCTURES, STORM SEWER PIPES, AND CONCRETE DESIGN MIX. SHOP DRAWING REVIEW SHALL BE COMPLETED BY THE ENGINEER TO CONFIRM DESIGN INTENT AND CONCURRENCE WITH THE CONTRACT DRAWINGS, HOWEVER IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTING INVERTS AND RIM ELEVATIONS PRIOR TO THE SUBMISSION OF SHOP DRAWINGS.

3. THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS TO MAINTAIN EXISTING STORM SEWER SYSTEM IN SERVICE.

4. SURFACE DRAINAGE SHALL BE DIVERTED FROM EXCAVATIONS, AND STOCKPILE AREAS SUCH THAT PROPER SITE CONDITIONS ARE MAINTAINED AND EROSION DUE TO RAIN RUN-OFF OR SEEPAGE IS PREVENTED OR MINIMIZED.

ABAN. - ABANDONED
APP. - APPROXIMATE
ASP - ASPHALT
BL - BASELINE
BLDG - BUILDING
BM - BENCHMARK
CL - CENTERLINE
CCR - CONSTANT CURRENT REGULATOR
CIP - CAST IRON PIPE
CMP - CORRUGATED METAL PIPE
CONC. - CONCRETE
CSP - CORRUGATED STEEL PIPE
D - DIAMETER
E - EASTING
ELL - ELBOW / ARM
ELEV. - ELEVATION
FND. - FOUNDATION
HP - HIGH POINT
INV. - INVERT
JCP - JUNCTION CAN PLAZA
LT - LEFT
LP - LOW POINT
MAX. - MAXIMUM
MES - MITERED END SECTION
M.E.G - MEET EXISTING GRADE
MIN. - MINIMUM
N - NORTHING
NA - NOT ACCEPTABLE
NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
OFA - OBJECT FREE AREA
O.C - ON CENTER
PVMT - PAVEMENT
PC - POINT OF CURVATURE
PCC - PORTLAND CEMENT CONCRETE PAVEMENT
PI - POINT OF INTERSECTION
PL - PROPERTY LINE
PVI - POINT OF VERTICAL INTERSECTION
PVC - POLYVINYL CHLORIDE PIPE
PET - CROSSLINKED POLYETHYLENE PRESSURE
TUBING
PVT - POINT OF TANGENCY (VERTICAL CURVE)
R - RADIUS
RCP - REINFORCED CONCRETE PIPE
RGS - RIGID GALVANIZED STEEL
ROFA - RUNWAY OBJECT FREE AREA
RSA - RUNWAY SAFETY AREA
ROW - RIGHT OF WAY
RPZ - RUNWAY PROTECTION ZONE
RT - RIGHT
RWY - RUNWAY
SHDR - SHOULDER
SICPP - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE
STA. - STATION
TLOFA - TAXILANE OBJECT FREE AREA
TOFA - TAXIWAY OBJECT FREE AREA
TSA - TAXIWAY SAFETY AREA
TWY - TAXIWAY
ABAN. - TYPICAL
UG - UNDERGROUND

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PROFESSIONAL SEAL

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GENERAL NOTES, ABBREVIATIONS AND SHEET INDEX

ATTENTION:

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

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FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704G002

DRAWING
G002

BID DRAWINGS

A1 GENERAL NOTES
A3 ABBREVIATIONS
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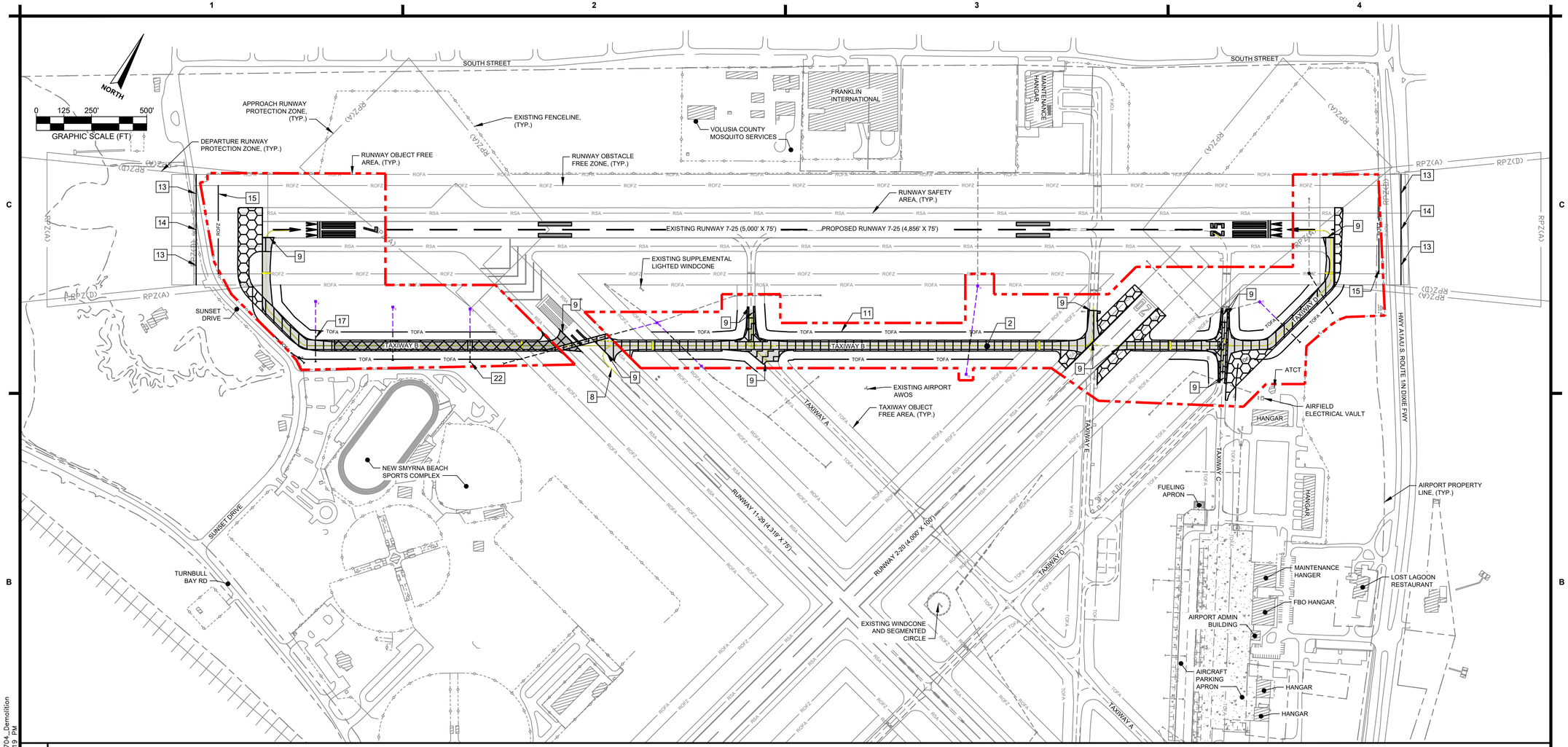

B1 GENERAL PLAN

2. NEW TAXIWAY B PAVEMENT, 35' WIDE, (TYP.). SEE SHEETS C301-C306 FOR MORE INFORMATION.
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
9. TAXIWAY B PAVEMENT DEMOLITION LIMIT. SEE SHEETS C201-C206 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
17. NEW DRAINAGE PIPE (TYP.), SEE SHEETS C401-C406 FOR MORE INFORMATION.
22. NEW CONCRETE ENDWALL, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A1 KEYED NOTES

PAVEMENT SECTION TO BE MILLED FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT, FULL DEPTH. ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER. SUITABLE OF-SITE CUT SHALL BE UTILIZED TO BRING AREAS BACK TO PROPOSED GRADE.

PAVEMENT SECTION TO BE DEMOLISHED, FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT, FULL DEPTH. ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER.

CONTRACTOR SHALL MILL EXISTING ASPHALT FULL DEPTH, ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, FULL DEPTH. CONTRACTOR SHALL ONLY REMOVE EXISTING BASE COURSE AS NEEDED TO ALLOW FOR A SMOOTH TRANSITION WITH PROPOSED LIME ROCK BASE. EXISTING BASE COURSE SHALL BE PROTECTED IN PLACE.

CONTRACTOR SHALL MILL EXISTING ASPHALT 0.25", ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, 0.25" NOMINAL DEPTH. CONTRACTOR SHALL PROTECT IN PLACE ASPHALT PAVEMENT.

NEW FULL DEPTH PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (4" THICKNESS).

NEW MILL AND OVERLAY PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (4" THICKNESS).

GOPHER TORTOISE SURVEY LIMITS. ITEM 21, "GOPHER TORTOISE SURVEY/PROTECTION". SEE NOTES ON A3 THIS SHEET FOR ADDITIONAL INFORMATION.

INSTALLATION OF NEW DRAINAGE PIPE INCLUDED IN BID ALTERNATE "A". SEE THE DEMOLITION AND GRADING SHEETS FOR MORE INFORMATION.

A2 SHEET LEGEND

1. THIS PROJECT GENERALLY CONSISTS OF THE RECONSTRUCTION OF TAXIWAY B, REMOVAL OF EXISTING PAVEMENT ON RUNWAY 7-25, REMOVAL OF RUNWAY 2-20 SHOULDER PAVEMENT, AIRFIELD ELECTRICAL RECONFIGURATION, GRADING, DRAINAGE INFRASTRUCTURE REHABILITATION, AND PAVEMENT MARKINGS.
2. THE CONTRACTOR SHALL BE PERMITTED TO TAKE POSSESSION OF ALL PROJECT MILLINGS, LESS 20 LOADS, WHICH SHALL BE DELIVERED TO THE CITY STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
3. ELECTRICAL WORK ASSOCIATED WITH THIS PROJECT SHALL INCLUDE EDGE LIGHT RECONFIGURATION DUE TO PAVEMENT DEMOLITION, NEW RUNWAY EDGE LIGHTS, NEW DISPLACED THRESHOLD LIGHTS, CONDUIT, COUNTERPOISE, AND CABLE NEEDED TO TIE BACK INTO THE EXISTING AIRFIELD ELECTRICAL VAULT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING OR ENHANCING THE CONSTRUCTION ACCESS ROUTES SEEN ON THIS SHEETS G004 - G009 AS NEEDED TO PASS CONSTRUCTION RELATED TRAFFIC.
5. ANY FILL MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G004 - G009. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.

GOPHER TORTOISE RESPONSIBILITIES NOTES:

1. THE CONTRACTOR SHALL COMPLETE A GOPHER TORTOISE SURVEY PAID UNDER ITEM "GOPHER TORTOISE SURVEY/PROTECTION." SURVEY RESULTS SHALL BE PROVIDED TO THE ENGINEER ONCE COMPLETED.
2. CONTRACTOR SHALL PROTECT ALL DISCOVERED BURROWS IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE REQUIREMENTS.
3. CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY GOPHER TORTOISE RELOCATION PERMITS. THIS WORK SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE PERMIT."
4. ALL COSTS FOR DIGGING, RELOCATION OF GOPHER TORTOISE, BACKFILLING, AND PERMITS FOR THE RECIPIENT SITE SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION."
5. THE CONTRACTOR SHALL TRACK TIME AND MATERIALS FOR THE EFFORT NECESSARY TO EXCAVATE ALL IDENTIFIED BURROWS.
6. THE GOPHER TORTOISE SURVEY SHALL BE COMPLETED AS SOON AS POSSIBLE AND RELOCATION SHALL BE COMPLETED BEFORE ANY WORK BEGINS, GOPHER TORTOISE EXCAVATIONS AND RELOCATION WORK COMPLETED PRIOR TO THE CONTRACT BEGINNING SHALL NOT COUNT AGAINST OVERALL CONTRACT TIME.

A3 SHEET NOTES AND DECLARED DISTANCES TABLE

DECLARED DISTANCES	RUNWAY 7		RUNWAY 25	
	PUBLISHED	PROPOSED	PUBLISHED	PROPOSED
TORA	5,000'	4,856'	5,000'	4,856'
TODA	5,000'	4,856'	5,000'	4,856'
ASDA	4,853'	4,856'	4,763'	4,856'
LDA	4,518'	4,606'	4,463'	4,565'

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GENERAL PLAN

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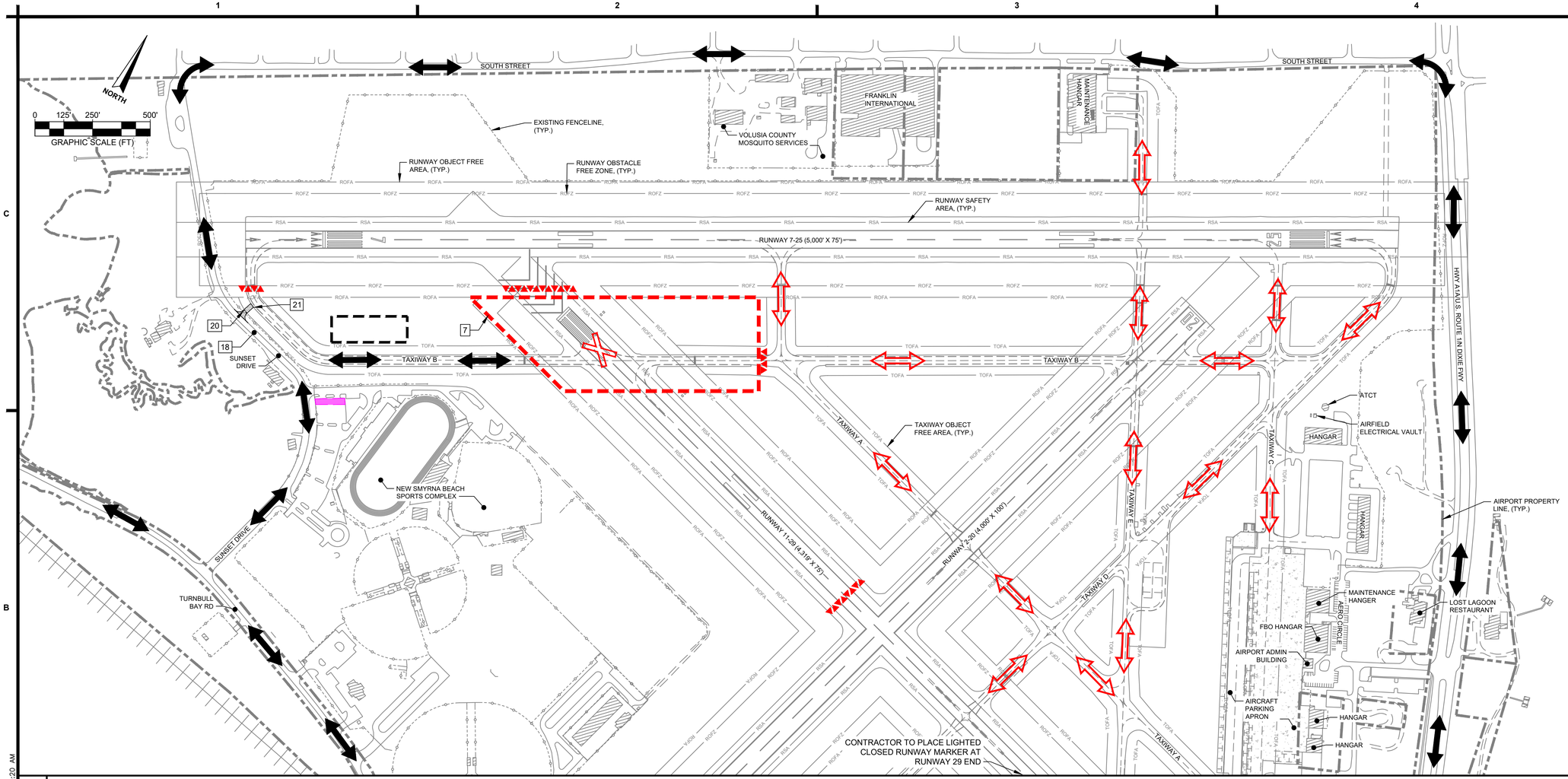

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA A

7. PROPOSED WORK AREA LIMIT, (TYP.).
18. CONTRACTOR TO PROVIDE CONSTRUCTION ENTRANCE SIGNAGE TO PREVENT ACCESS FROM THE PUBLIC. GATE SHALL BE MONITORED BY THE CONTRACTOR AT ALL TIMES WHEN OPEN, AND SHALL BE CLOSED AND LOCKED WHEN UNATTENDED.
20. CONTRACTOR TO INSTALL A 24'-WIDE TEMPORARY CONSTRUCTION ACCESS GATE FROM SUNSET DRIVE TO THE STAGING AREA. GATE SHALL BE MAINTAINED THROUGHTOUT THE DURATION OF THE WORK AREA. GATE TO BE REMOVED AT THE COMPLETION OF THE WORK AREA AND FENCE RESTORED TO MATCH EXISTING CONDITIONS, INCIDENTAL ITEM GP-80 CONSTRUCTION SAFETY AND PHASING PLAN. SEE DETAIL B1/G011 FOR MORE INFORMATION.
21. STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL B3/G010.

A1 SHEET LEGEND AND KEYED NOTES

- WORK AREA A
- CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA.
- CONTRACTOR PERSONAL VEHICLE PARKING AREA
- LOW-PROFILE BARRICADE, SEE DETAIL C3/G009.
- LIGHTED CLOSED RUNWAY MARKER, SEE DETAIL C4/G009.
- AIRCRAFT TAXI ROUTES, (TYP.)
- CONTRACTOR ACCESS ROUTE, (TYP.)

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA A SHALL BE LIMITED TO **25 CONSECUTIVE CALENDAR DAYS**.
6. WORK AREA A SHALL CONSIST OF ALL CIVIL AND ELECTRICAL SCOPE INCLUDING BUT NOT LIMITED TO PAVEMENT REMOVAL, ASPHALT MILLING, GRADING, PAVING OPERATIONS, DRAINAGE INFRASTRUCTURE, AIRFIELD PAVEMENT MARKINGS, DEMOLITION OF EXISTING ELECTRICAL INFRASTRUCTURE, AND INSTALLATIONS OF ELECTRICAL JUNCTION CANS, TAXIWAY EDGE LIGHTING, RUNWAY END LIGHTING, RUNWAY EDGE LIGHTING, AIRFIELD GUIDANCE SIGN, CONDUIT, AND CABLING.
7. THE CONTRACTOR SHALL NOT BE PERMITTED TO BEGIN WORK IN SUBSEQUENT WORK AREAS UNTIL WORK AREA A IS SUBSTANTIALLY COMPLETED AND APPROVED BY THE RPR AND OWNER. FOD CHECKS AND LIGHT CHECKS SHALL BE COMPLETED PRIOR TO COMPLETING A WORK AREA AND TURNING BACK OVER TO THE OWNER AND ATCT FOR AIRCRAFT USE.
8. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
9. ANY FILL OR BASE MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON THIS SHEET. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.
10. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON THE PLANS AND APPROVED BY THE RPR. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A MANNER ACCEPTABLE TO THE OWNER OR RPR. 2 LIGHTS PER BARRICADE SHALL BE REQUIRED, WITHOUT EXCEPTION, AND MAXIMUM SPACING BETWEEN BARRICADES SHALL NOT EXCEED THE LENGTH OF 1 FULL BARRICADE.
11. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
12. THE CONTRACTOR IS REQUIRED TO SUPPLY AND MAINTAIN ALL LIGHTED RUNWAY CLOSURE MARKERS FOR THE DURATION OF THE PHASE/WORK AREA/PROJECT. RUNWAY CLOSURE MARKERS SHALL BE PLACED AT BOTH ENDS OF RUNWAY 11-29 CENTERED DIRECTLY ABOVE THE RUNWAY 11 AND AND RUNWAY 29 LANDING DESIGNATORS UNLESS OTHERWISE DIRECTED BY THE RPR, OWNER, OR ATCT MANAGER. LIGHTED CLOSED RUNWAY MARKERS SHALL REMAIN ON AND IN GOOD WORKING CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CSPP.
13. RUNWAY 7-25, RUNWAY 2-20, TAXIWAY A, TAXIWAY C, TAXIWAY D, TAXIWAY E WILL REMAIN OPEN DURING ALL WORK AREA A OPERATIONS. TAXIWAY B AND RUNWAY 11-29 SHALL BE PARTIALLY CLOSED THROUGHOUT THE DURATION OF THIS WORK AREA.
14. PRIOR TO THE START OF WORK WITHIN WORK AREA A, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING WORK WITHIN WORK AREA A, CONTRACTOR SHALL TAKE NOTE OF ALL ELECTRICAL FIXTURE FINAL CONDITIONS. THE CONTRACTOR MAY BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY ELECTRICAL FIXTURES THAT ARE DAMAGED OVER THE COURSE OF THE PROJECT OR THAT HAVE BEEN NEGATIVELY IMPACTED AS A RESULT OF THE CONSTRUCTION OPERATIONS IN THE OPINION OF THE ENGINEER.
15. CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT FOD MANAGEMENT PRACTICES AT THE END OF EACH DAY WHICH SHALL INCLUDE UTILIZATION OF THE FOD-RAZOR FRICTION MAT, OR APPROVED EQUIVALENT. THE NUMBER OF PASSES AND AREAS TO BE MAINTAINED USING THE FOD-RAZOR FRICTION MAT SHALL BE AT THE DISCRETION OF THE RPR. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR USE OF THE FOD-RAZOR FRICTION MAT AND SHALL BE CONSIDERED INCIDENTAL TO ITEM GP-80, CONSTRUCTION AND SAFETY PHASING PLAN COMPLIANCE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA A

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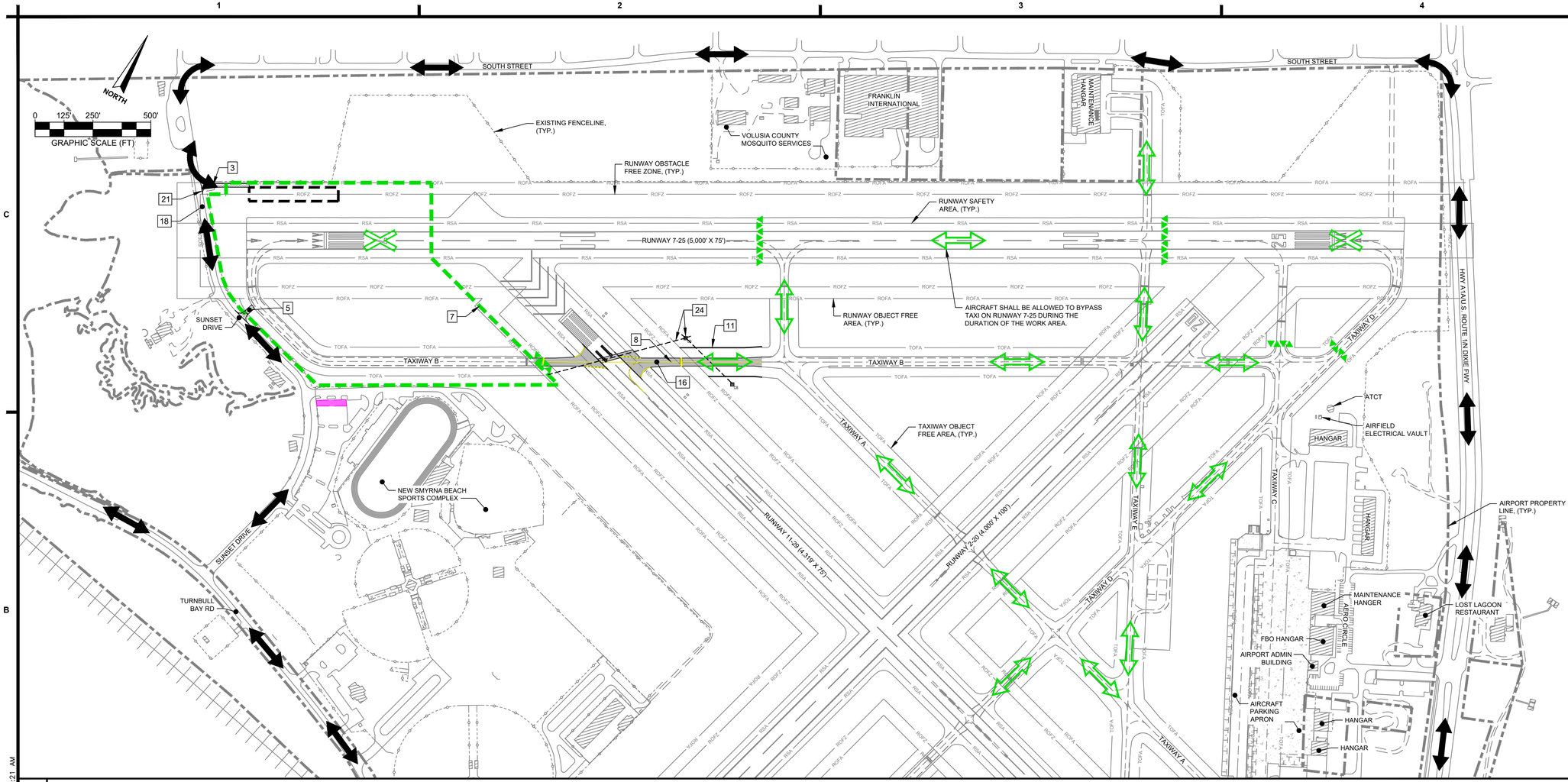

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA B

3. CONTRACTOR AND CONSTRUCTION ACCESS SHALL BE THROUGH AN EXISTING 16' SWING GATE LOCATED OFF SUNSET DRIVE JUST PRIOR TO THE SOUTH STREET/SUNSET DRIVE INTERSECTION. EXISTING GATE SHALL BE MAINTAINED AND PROTECTED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT. THE GATE SHALL BE LOCKED BY THE CONTRACTOR WHEN NOT IN USE, UNLESS MONITORED BY A QUALIFIED CONTRACTOR REPRESENTATIVE.
5. CONSTRACTOR MAY UTILIZE THE SAME CONSTRUCTION ACCESS ROUTE AS SHOWN IN WORK AREA A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN AND CONTROL BOTH ACCESS ROUTES IF THE CONSTRUCTION ENTRANCE IN WORK AREA A SHALL BE USED.
7. PROPOSED WORK AREA LIMIT, (TYP.).
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
16. PROPOSED TAXIWAY B PAVEMENT, SEE SHEETS C301-C306 FOR MORE INFORMATION.
18. CONTRACTOR TO PROVIDE CONSTRUCTION ENTRANCE SIGNAGE TO PREVENT ACCESS FROM THE PUBLIC. GATE SHALL BE MONITORED BY THE CONTRACTOR AT ALL TIMES WHEN OPEN, AND SHALL BE CLOSED AND LOCKED WHEN UNATTENDED.
21. STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL B3/G010.
24. PROPOSED DRAINAGE INFRASTRUCTURE, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A1 SHEET LEGEND AND KEYED NOTES

- WORK AREA B
- CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA.
- CONTRACTOR PERSONAL VEHICLE PARKING AREA
- AIRCRAFT TAXI ROUTES, (TYP.)
- CONTRACTOR ACCESS ROUTE, (TYP.)
- LOW-PROFILE BARRICADE, SEE DETAIL C3/G009.
- LIGHTED CLOSED RUNWAY MARKER, SEE DETAIL C4/G009.

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO THE ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA B SHALL BE LIMITED TO **60 CONSECUTIVE CALENDAR DAYS**.
6. WORK AREA B SHALL CONSIST OF ALL CIVIL AND ELECTRICAL SCOPE INCLUDING BUT NOT LIMITED TO PAVEMENT REMOVAL, ASPHALT MILLING, GRADING, PAVING OPERATIONS, DRAINAGE INFRASTRUCTURE, AIRFIELD PAVEMENT MARKINGS, DEMOLITION OF EXISTING ELECTRICAL INFRASTRUCTURE, AND INSTALLATIONS OF ELECTRICAL JUNCTION CANS, TAXIWAY EDGE LIGHTING, RUNWAY END LIGHTING, RUNWAY EDGE LIGHTING, AIRFIELD GUIDANCE SIGN, CONDUIT, AND CABLING.
7. THE CONTRACTOR SHALL NOT BE PERMITTED TO BEGIN WORK IN SUBSEQUENT WORK AREAS UNTIL WORK AREA B IS SUBSTANTIALLY COMPLETED AND APPROVED BY THE RPR AND OWNER. FOD CHECKS AND LIGHT CHECKS SHALL BE COMPLETED PRIOR TO COMPLETING A WORK AREA AND TURNING BACK OVER TO THE OWNER AND ATCT FOR AIRCRAFT USE.
8. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
9. ANY FILL OR BASE MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON THIS SHEET. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.
10. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON THE PLANS AND APPROVED BY THE RPR. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A MANNER ACCEPTABLE TO THE OWNER OR RPR. 2 LIGHTS PER BARRICADE SHALL BE REQUIRED, WITHOUT EXCEPTION, AND MAXIMUM SPACING BETWEEN BARRICADES SHALL NOT EXCEED THE LENGTH OF 1 FULL BARRICADE.
11. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
12. THE CONTRACTOR IS REQUIRED TO SUPPLY AND MAINTAIN ALL LIGHTED RUNWAY CLOSURE MARKERS FOR THE DURATION OF THE PHASE/WORK AREA/PROJECT. RUNWAY CLOSURE MARKERS SHALL BE PLACED AT BOTH ENDS OF RUNWAY 7-25 CENTERED DIRECTLY ABOVE THE RUNWAY 7 AND AND RUNWAY 25 LANDING DESIGNATORS UNLESS OTHERWISE DIRECTED BY THE RPR, OWNER, OR ATCT MANAGER. LIGHTED CLOSED RUNWAY MARKERS SHALL REMAIN ON AND IN GOOD WORKING CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CSPP.
13. RUNWAY 11-29, RUNWAY 2-20, TAXIWAY D, AND TAXIWAY E WILL REMAIN OPEN DURING ALL WORK AREA B OPERATIONS. TAXIWAY A, B, AND C SHALL BE PARTIALLY CLOSED THROUGHOUT THE DURATION OF THIS WORK AREA.
14. PRIOR TO THE START OF WORK WITHIN WORK AREA B, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING WORK WITHIN WORK AREA B, CONTRACTOR SHALL TAKE NOTE OF ALL ELECTRICAL FIXTURE FINAL CONDITIONS. THE CONTRACTOR MAY BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY ELECTRICAL FIXTURES THAT ARE DAMAGED OVER THE COURSE OF THE PROJECT OR THAT HAVE BEEN NEGATIVELY IMPACTED AS A RESULT OF THE CONSTRUCTION OPERATIONS IN THE OPINION OF THE ENGINEER.
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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA B

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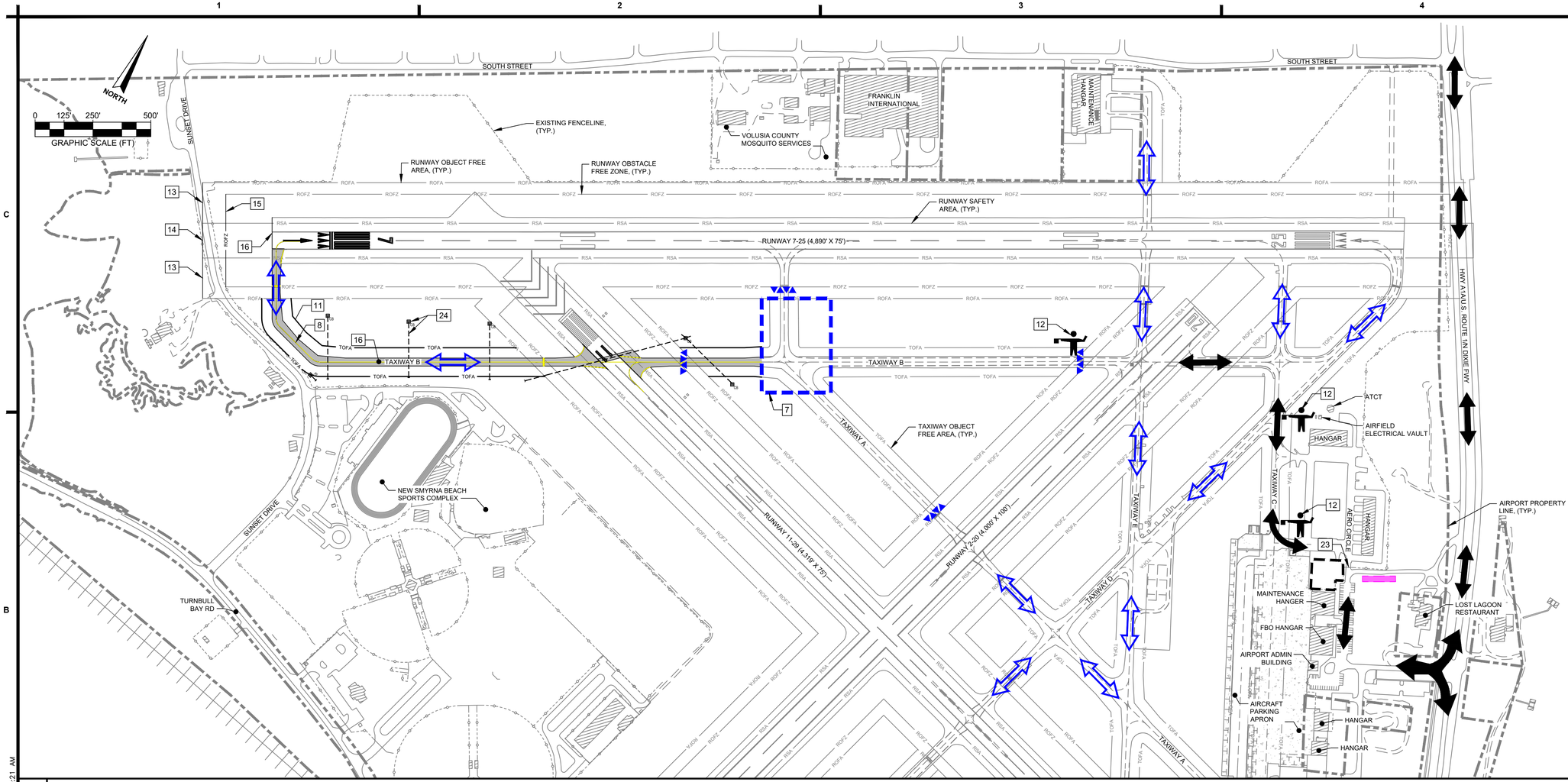

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA C

7. PROPOSED WORK AREA LIMIT, (TYP.).
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
12. FLAG PERSON, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
16. PROPOSED TAXIWAY B PAVEMENT, SEE SHEETS C301-C306 FOR MORE INFORMATION.
23. CONTRACTOR AND CONSTRUCTION ACCESS SHALL BE THROUGH AN EXISTING CANTILEVER GATE ON AERO CIRCLE. EXISTING GATE SHALL BE MAINTAINED AND PROTECTED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
24. PROPOSED DRAINAGE INFRASTRUCTURE, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

WORK AREA C

LIGHTED CLOSED RUNWAY MARKER, SEE DETAIL C3/G009.

CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA

CONTRACTOR PERSONAL VEHICLE PARKING AREA

LOW-PROFILE BARRICADE, SEE DETAIL C4/G009.

CONTRACTOR ACCESS ROUTE, (TYP.)

AIRCRAFT TAXI ROUTES, (TYP.)

A1 SHEET LEGEND AND KEYED NOTES

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO THE ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA C SHALL BE LIMITED TO **10 CONSECUTIVE CALENDAR DAYS**.
6. WORK AREA C SHALL CONSIST OF ALL CIVIL AND ELECTRICAL SCOPE INCLUDING BUT NOT LIMITED TO ASPHALT MILLING, GRADING, PAVING OPERATIONS, DRAINAGE INFRASTRUCTURE, AIRFIELD PAVEMENT MARKINGS, TAXIWAY EDGE LIGHTING, AIRFIELD GUIDANCE SIGN, CONDUIT, AND CABLING.
7. THE CONTRACTOR SHALL NOT BE PERMITTED TO BEGIN WORK IN SUBSEQUENT WORK AREAS UNTIL WORK AREA C IS SUBSTANTIALLY COMPLETED AND APPROVED BY THE RPR AND OWNER. FOD CHECKS AND LIGHT CHECKS SHALL BE COMPLETED PRIOR TO COMPLETING A WORK AREA AND TURNING BACK OVER TO THE OWNER AND ATCT FOR AIRCRAFT USE.
8. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
9. ANY FILL OR BASE MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G003. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.
10. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON THE PLANS AND APPROVED BY THE RPR. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A MANNER ACCEPTABLE TO THE OWNER OR RPR. 2 LIGHTS PER BARRICADE SHALL BE REQUIRED, WITHOUT EXCEPTION, AND MAXIMUM SPACING BETWEEN BARRICADES SHALL NOT EXCEED THE LENGTH OF 1 FULL BARRICADE.
11. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
12. A FLAG PERSON SHALL BE NECESSARY TO MAINTAIN AIRCRAFT ACCESS TO THE WORK AREA, AND FACILITATE AIRCRAFT AND CONSTRUCTION TRAFFIC. FLAGGER PERSONNEL SHALL ALWAYS BE IN CONSTANT CONTACT WITH ATCT FOR APPROVAL TO CROSS PAVEMENT. THE COST FOR PROVIDING FLAGGERS SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
13. RUNWAY 7-25, RUNWAY 11-29, RUNWAY 2-20, TAXIWAY C, TAXIWAY D, AND TAXIWAY E WILL REMAIN OPEN DURING ALL WORK AREA B OPERATIONS. TAXIWAY B AND A SHALL BE PARTIALLY CLOSED THROUGHOUT THE DURATION OF THIS WORK AREA.
14. PRIOR TO THE START OF WORK WITHIN WORK AREA C CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING WORK WITHIN WORK AREA C, CONTRACTOR SHALL TAKE NOTE OF ALL ELECTRICAL FIXTURE FINAL CONDITIONS. THE CONTRACTOR MAY BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY ELECTRICAL FIXTURES THAT ARE DAMAGED OVER THE COURSE OF THE PROJECT OR THAT HAVE BEEN NEGATIVELY IMPACTED AS A RESULT OF THE CONSTRUCTION OPERATIONS IN THE OPINION OF THE ENGINEER.
15. CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT FOD MANAGEMENT PRACTICES AT THE END OF EACH DAY WHICH SHALL INCLUDE UTILIZATION OF THE FOD-RAZOR FRICTION MAT, OR APPROVED EQUIVALENT. THE NUMBER OF PASSES AND AREAS TO BE MAINTAINED USING THE FOD-RAZOR FRICTION MAT SHALL BE AT THE DISCRETION OF THE RPR. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR USE OF THE FOD-RAZOR FRICTION MAT AND SHALL BE CONSIDERED INCIDENTAL TO ITEM GP-80, CONSTRUCTION AND SAFETY PHASING PLAN COMPLIANCE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA C

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DATE: MAY 2024

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AVCON PROJECT NO. 2023.287.04
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G006

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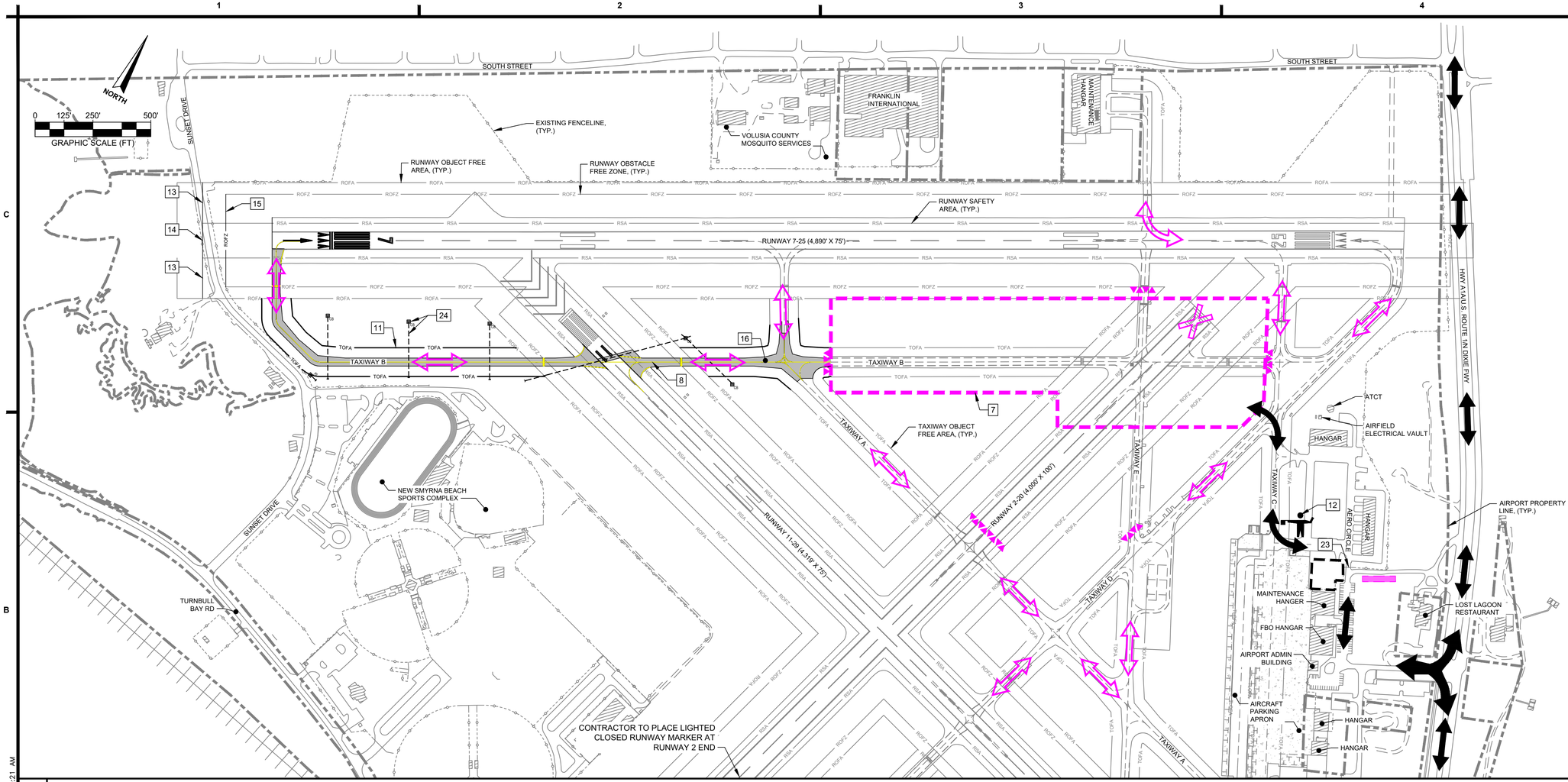

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA D

7. PROPOSED WORK AREA LIMIT, (TYP.).
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
12. FLAG PERSON, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
16. PROPOSED TAXIWAY B PAVEMENT, SEE SHEETS C301-C306 FOR MORE INFORMATION.
23. CONTRACTOR AND CONSTRUCTION ACCESS SHALL BE THROUGH AN EXISTING CANTILEVER GATE ON AERO CIRCLE. EXISTING GATE SHALL BE MAINTAINED AND PROTECTED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
24. PROPOSED DRAINAGE INFRASTRUCTURE, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A1 SHEET LEGEND AND KEYED NOTES

- WORK AREA D
- LIGHTED CLOSED RUNWAY MARKER, SEE DETAIL C3/G009.
- CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA.
- CONTRACTOR PERSONAL VEHICLE PARKING AREA
- LOW-PROFILE BARRICADE, SEE DETAIL C4/G009.
- CONTRACTOR ACCESS ROUTE, (TYP.)
- AIRCRAFT TAXI ROUTES, (TYP.)

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO THE ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA C SHALL BE LIMITED TO **60 CONSECUTIVE CALENDAR DAYS**.
6. WORK AREA D SHALL CONSIST OF ALL CIVIL AND ELECTRICAL SCOPE INCLUDING BUT NOT LIMITED TO PAVEMENT REMOVAL, ASPHALT MILLING, GRADING, PAVING OPERATIONS, DRAINAGE INFRASTRUCTURE, AIRFIELD PAVEMENT MARKINGS, TAXIWAY EDGE LIGHTING, AIRFIELD GUIDANCE SIGN, CONDUIT, AND CABLING.
7. THE CONTRACTOR SHALL NOT BE PERMITTED TO BEGIN WORK IN SUBSEQUENT WORK AREAS UNTIL WORK AREA D IS SUBSTANTIALLY COMPLETED AND APPROVED BY THE RPR AND OWNER. FOD CHECKS AND LIGHT CHECKS SHALL BE COMPLETED PRIOR TO COMPLETING A WORK AREA AND TURNING BACK OVER TO THE OWNER AND ATCT FOR AIRCRAFT USE.
8. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
9. ANY FILL OR BASE MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G003. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.
10. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON THE PLANS AND APPROVED BY THE RPR. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A MANNER ACCEPTABLE TO THE OWNER OR RPR. 2 LIGHTS PER BARRICADE SHALL BE REQUIRED, WITHOUT EXCEPTION, AND MAXIMUM SPACING BETWEEN BARRICADES SHALL NOT EXCEED THE LENGTH OF 1 FULL BARRICADE.
11. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
12. A FLAG PERSON SHALL BE NECESSARY TO MAINTAIN AIRCRAFT ACCESS TO THE WORK AREA, AND FACILITATE AIRCRAFT AND CONSTRUCTION TRAFFIC. FLAGGER PERSONNEL SHALL ALWAYS BE IN CONSTANT CONTACT WITH ATCT FOR APPROVAL TO CROSS PAVEMENT. THE COST FOR PROVIDING FLAGGERS SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
13. THE CONTRACTOR IS REQUIRED TO SUPPLY AND MAINTAIN ALL LIGHTED RUNWAY CLOSURE MARKERS FOR THE DURATION OF THE PHASE/WORK AREA/PROJECT. RUNWAY CLOSURE MARKERS SHALL BE PLACED AT BOTH ENDS OF RUNWAY 2-20 CENTERED DIRECTLY ABOVE THE RUNWAY 2 AND AND RUNWAY 20 LANDING DESIGNATORS UNLESS OTHERWISE DIRECTED BY THE RPR, OWNER, OR ATCT MANAGER. LIGHTED CLOSED RUNWAY MARKERS SHALL REMAIN ON AND IN GOOD WORKING CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CSPP.
14. RUNWAY 7-25, RUNWAY 11-29, TAXIWAY C, TAXIWAY D, AND TAXIWAY A WILL REMAIN OPEN DURING ALL WORK AREA D OPERATIONS. TAXIWAY B AND E AND RUNWAY 2-20 SHALL BE PARTIALLY CLOSED THROUGHOUT THE DURATION OF THIS WORK AREA.
15. PRIOR TO THE START OF WORK WITHIN WORK AREA D, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING WORK WITHIN WORK AREA D, CONTRACTOR SHALL TAKE NOTE OF ALL ELECTRICAL FIXTURE FINAL CONDITIONS. THE CONTRACTOR MAY BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY ELECTRICAL FIXTURES THAT ARE DAMAGED OVER THE COURSE OF THE PROJECT OR THAT HAVE BEEN NEGATIVELY IMPACTED AS A RESULT OF THE CONSTRUCTION OPERATIONS IN THE OPINION OF THE ENGINEER.
16. CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT FOD MANAGEMENT PRACTICES AT THE END OF EACH DAY WHICH SHALL INCLUDE UTILIZATION OF THE FOD-RAZOR FRICTION MAT, OR APPROVED EQUIVALENT. THE NUMBER OF PASSES AND AREAS TO BE MAINTAINED USING THE FOD-RAZOR FRICTION MAT SHALL BE AT THE DISCRETION OF THE RPR. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR USE OF THE FOD-RAZOR FRICTION MAT AND SHALL BE CONSIDERED INCIDENTAL TO ITEM GP-80, CONSTRUCTION AND SAFETY PHASING PLAN COMPLIANCE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA D

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APPROVED BY: DJN
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AVCON PROJECT NO. 2023.287.04
CADD: 2328704G007

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G007

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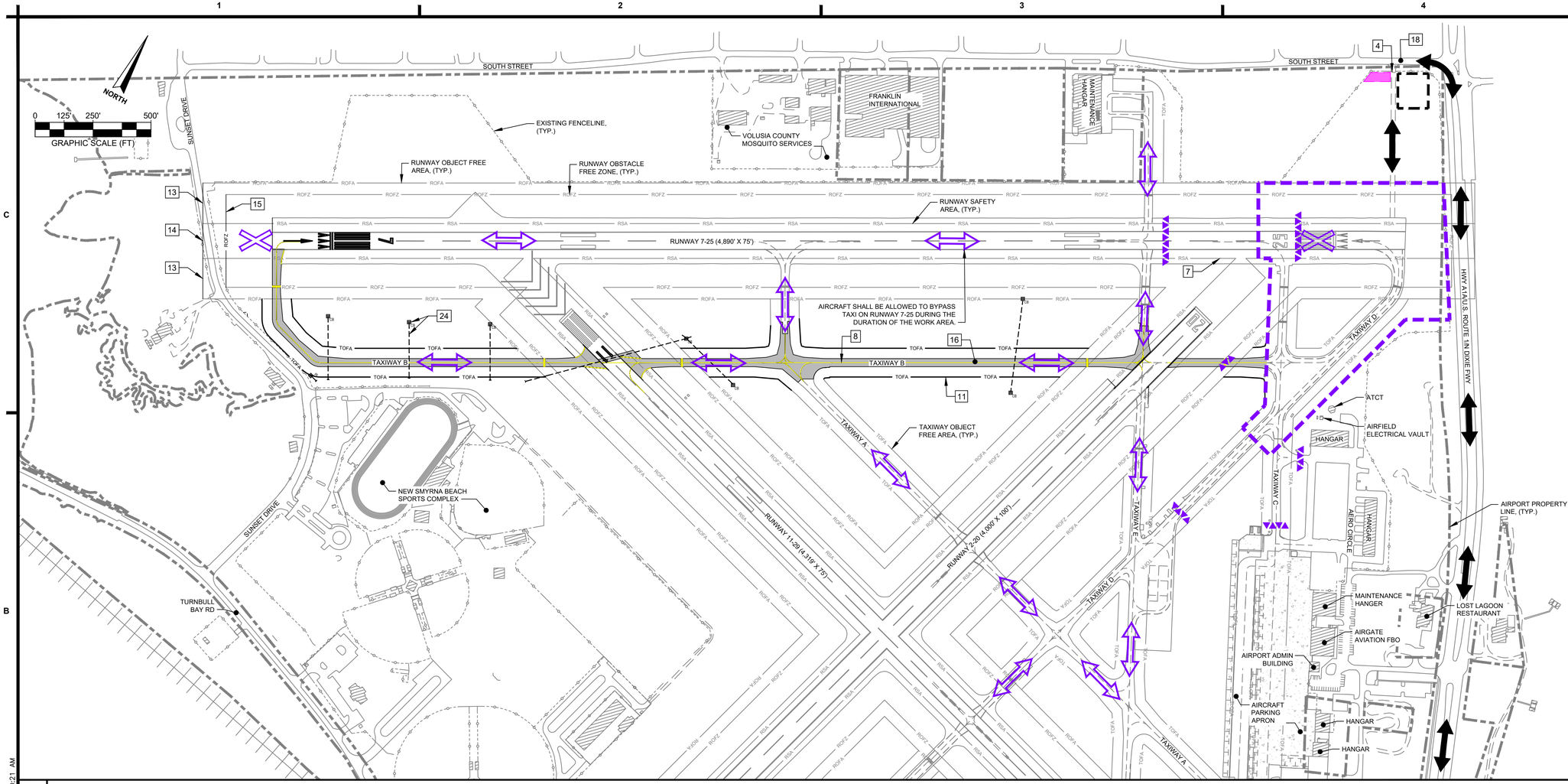

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA E

4. CONTRACTOR AND CONSTRUCTION ACCESS SHALL BE THROUGH AN EXISTING 20' DOUBLE SWING GATE LOCATED OFF SOUTH STREET JUST PRIOR TO THE SOUTH STREET/NORTH DIXIE PARKWAY INTERSECTION. EXISTING GATE SHALL BE MAINTAINED AND PROTECTED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT. THE GATE SHALL BE LOCKED BY THE CONTRACTOR WHEN NOT IN USE, UNLESS MONITORED BY A QUALIFIED CONTRACTOR REPRESENTATIVE.
7. PROPOSED WORK AREA LIMIT, (TYP.).
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
16. PROPOSED TAXIWAY B PAVEMENT, SEE SHEETS C301-C306 FOR MORE INFORMATION.
18. CONTRACTOR TO PROVIDE CONSTRUCTION ENTRANCE SIGNAGE TO PREVENT ACCESS FROM THE PUBLIC. GATE SHALL BE MONITORED BY THE CONTRACTOR AT ALL TIMES WHEN OPEN, AND SHALL BE CLOSED AND LOCKED WHEN UNATTENDED.
24. PROPOSED DRAINAGE INFRASTRUCTURE, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A1 SHEET LEGEND AND KEYED NOTES

- WORK AREA E
- CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA.
- CONTRACTOR PERSONAL VEHICLE PARKING AREA
- LOW-PROFILE BARRICADE, SEE DETAIL C4/G009.
- CONTRACTOR ACCESS ROUTE, (TYP.)
- AIRCRAFT TAXI ROUTES, (TYP.)
- LIGHTED CLOSED RUNWAY MARKER, SEE DETAIL C3/G009.

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA E SHALL BE LIMITED TO **40 CONSECUTIVE CALENDAR DAYS**.
6. WORK AREA E SHALL CONSIST OF ALL CIVIL AND ELECTRICAL SCOPE INCLUDING BUT NOT LIMITED TO DISPLACEMENT ON RUNWAY 25 END, PAVEMENT REMOVAL, ASPHALT MILLING, GRADING, PAVING OPERATIONS, DRAINAGE INFRASTRUCTURE, AIRFIELD PAVEMENT MARKINGS, DEMOLITION OF EXISTING ELECTRICAL INFRASTRUCTURE, AND INSTALLATIONS OF ELECTRICAL JUNCTION CANS, TAXIWAY EDGE LIGHTING, RUNWAY END LIGHTING, RUNWAY EDGE LIGHTING, AIRFIELD GUIDANCE SIGN, CONDUIT, AND CABLING.
7. THE CONTRACTOR SHALL NOT BE PERMITTED TO BEGIN WORK IN SUBSEQUENT WORK AREAS UNTIL WORK AREA E IS SUBSTANTIALLY COMPLETED AND APPROVED BY THE RPR AND OWNER. FOD CHECKS AND LIGHT CHECKS SHALL BE COMPLETED PRIOR TO COMPLETING A WORK AREA AND TURNING BACK OVER TO THE OWNER AND ATCT FOR AIRCRAFT USE.
8. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
9. ANY FILL OR BASE MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G003. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.
10. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON THE PLANS AND APPROVED BY THE RPR. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A MANNER ACCEPTABLE TO THE OWNER OR RPR. 2 LIGHTS PER BARRICADE SHALL BE REQUIRED, WITHOUT EXCEPTION, AND MAXIMUM SPACING BETWEEN BARRICADES SHALL NOT EXCEED THE LENGTH OF 1 FULL BARRICADE.
11. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
12. THE CONTRACTOR IS REQUIRED TO SUPPLY AND MAINTAIN ALL LIGHTED RUNWAY CLOSURE MARKERS FOR THE DURATION OF THE PHASE/WORK AREA/PROJECT. RUNWAY CLOSURE MARKERS SHALL BE PLACED AT BOTH ENDS OF RUNWAY 7-25 CENTERED DIRECTLY ABOVE THE RUNWAY 7 AND AND RUNWAY 25 LANDING DESIGNATORS UNLESS OTHERWISE DIRECTED BY THE RPR, OWNER, OR ATCT MANAGER. LIGHTED CLOSED RUNWAY MARKERS SHALL REMAIN ON AND IN GOOD WORKING CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CSPP.
13. RUNWAY 11-29, RUNWAY 2-20, TAXIWAY A AND TAXIWAY E WILL REMAIN OPEN DURING ALL WORK AREA E OPERATIONS. PARTIAL ACCESS TO TAXIWAY B, TAXIWAY A, AND TAXIWAY E WILL REMAIN DURING ALL WORK AREA E OPERATIONS.
14. PRIOR TO THE START OF WORK WITHIN WORK AREA E, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING WORK WITHIN WORK AREA E CONTRACTOR SHALL TAKE NOTE OF ALL ELECTRICAL FIXTURE FINAL CONDITIONS. THE CONTRACTOR MAY BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY ELECTRICAL FIXTURES THAT ARE DAMAGED OVER THE COURSE OF THE PROJECT OR THAT HAVE BEEN NEGATIVELY IMPACTED AS A RESULT OF THE CONSTRUCTION OPERATIONS IN THE OPINION OF THE ENGINEER.
15. CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT FOD MANAGEMENT PRACTICES AT THE END OF EACH DAY WHICH SHALL INCLUDE UTILIZATION OF THE FOD-RAZOR FRICTION MAT, OR APPROVED EQUIVALENT. THE NUMBER OF PASSES AND AREAS TO BE MAINTAINED USING THE FOD-RAZOR FRICTION MAT SHALL BE AT THE DISCRETION OF THE RPR. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR USE OF THE FOD-RAZOR FRICTION MAT AND SHALL BE CONSIDERED INCIDENTAL TO ITEM GP-80, CONSTRUCTION AND SAFETY PHASING PLAN COMPLIANCE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA E

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AVCON PROJECT NO.	2023.287.04
CADD:	2328704G008

DRAWING
G008

BID DRAWINGS

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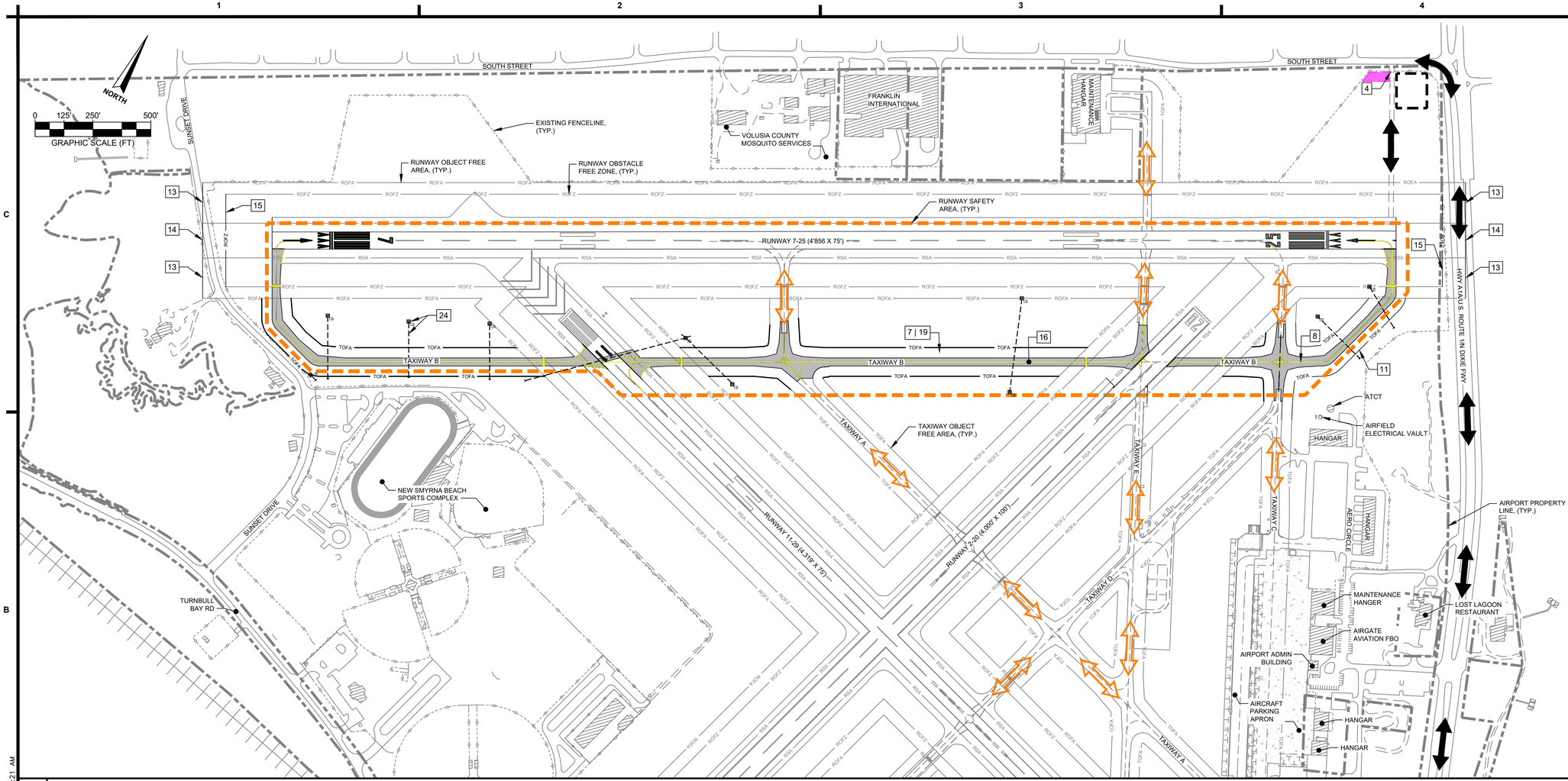

B1 CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA F

4. CONTRACTOR AND CONSTRUCTION ACCESS SHALL BE THROUGH AN EXISTING 20' DOUBLE SWING GATE LOCATED OFF SOUTH STREET JUST PRIOR TO THE SOUTH STREET/NORTH DIXIE PARKWAY INTERSECTION. EXISTING GATE SHALL BE MAINTAINED AND PROTECTED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT. THE GATE SHALL BE LOCKED BY THE CONTRACTOR WHEN NOT IN USE, UNLESS MONITORED BY A QUALIFIED CONTRACTOR REPRESENTATIVE.
7. PROPOSED WORK AREA LIMIT, (TYP.).
8. PROPOSED PAVEMENT MARKINGS, (TYP.). SEE SHEETS C501-C506 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA, (TYP.).
13. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
16. PROPOSED TAXIWAY B PAVEMENT, SEE SHEETS C301-C306 FOR MORE INFORMATION.
19. THE PRIME CONTRACTOR SHALL BE REQUIRED TO PROVIDE A FULL TIME AIRFIELD ESCORT VEHICLE AND DEDICATED OPERATOR. THE OPERATOR OF THE ESCORT VEHICLE SHALL BE REQUIRED TO TAKE THE AIRPORT'S TRAINING SEMINAR ON AIRFIELD MOVEMENTS AND COMMUNICATIONS WITH ATCT PERSONNEL. THE OPERATOR OF THE ESCORT VEHICLE SHALL BE IN CONSTANT CONTACT WITH ATCT PERSONNEL AT ALL TIMES VIA RADIO. UNDER NO CIRCUMSTANCES SHALL A CONTRACTOR/SUB-CONTRACTOR ACCESS THIS AREA WITHOUT BEING ESCORTED BY THE DESGINATED CONTRACTOR ESCORT. RUNWAY INCURSIONS OR VIOLATIONS OF THIS RULE SHALL RESULT IN EXPULSION/REMOVAL FROM AIRFIELD PROPERTY.
24. PROPOSED DRAINAGE INFRASTRUCTURE, (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

WORK AREA F

CONTRACTOR STAGING, STORAGE, EQUIPMENT LAYDOWN AREA, AND STOCKPILE AREA

CONTRACTOR ACCESS ROUTE, (TYP.)

AIRCRAFT TAXI ROUTES, (TYP.)

CONTRACTOR PERSONAL VEHICLE PARKING AREA

A1 SHEET LEGEND AND KEYED NOTES

A2 CONSTRUCTION SAFETY AND PHASING PLAN

CONSTRUCTION SAFETY, PHASING AND SITE ACCESS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES.
2. CONTRACTOR VEHICLES AND CONSTRUCTION EQUIPMENT SHALL YIELD TO AIRCRAFT AT ALL TIMES.
3. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR ENTER ANY ACTIVE PORTION OF THE AIRFIELD WITH PRIOR COORDINATION WITH THE ENGINEER, RPR, AND OWNER. UNAUTHORIZED ACCESS TO ACTIVE AOA AREAS MAY RESULT IN PERMANENT EXPULSION FROM THE AIRPORT.
4. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, ANY EXISTING AIRPORT GATE SHALL BE REPLACED OR RESTORED TO ITS ORIGINAL CONDITIONS.
5. WORK IN WORK AREA E SHALL BE LIMITED TO **5 CONSECUTIVE CALENDAR DAYS** AND SHALL TAKE PLACE A MINIMUM OF 30 DAYS AFTER THE FINAL APPROVED PLACEMENT OF ASPHALT. ALL HALF-RATE MARKINGS HAVE BEEN PREVIOUSLY APPLIED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS WITHIN THE SPECIFIED PROJECT WORK AREA LIMITS.
6. WORK AREA E SHALL BE LIMITED TO ALL AIRFIELD PAVEMENT MARKING OPERATIONS.
7. CONTRACTOR PERSONAL VEHICLES SHALL NOT BE PERMITTED, UNDER ANY CIRCUMSTANCES WITHIN THE AOA. ONLY PROPERLY MARKED AND LIGHTED CONTRACTOR VEHICLES OR CONSTRUCTION VEHICLES SHALL BE PERMITTED IN THE AOA OR THE ACTIVE WORK AREA UNLESS OTHERWISE APPROVED BY THE RPR.
8. ACTIVE AIRFIELD PAVEMENTS ADJACENT TO ACTIVE WORK AREAS SHALL BE CONTINUALLY SWEPT AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT ACTIVE AIRFIELD PAVEMENT SURFACES ARE CLEAR AND FREE OF CONSTRUCTION DEBRIS, DUST, OR FOD. SELECTIVE SWEEPING AND AIRFIELD PAVEMENT MAINTENANCE MAY BE DIRECTED BY THE RPR AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE ENGINEER AND/OR RPR REGARDING CONSTRUCTION AND PLANNING. CONTRACTOR SHALL CLOSELY ACCESS ON AND ACROSS OPEN AND ACTIVE AIRFIELD PAVEMENT WITH THE AIRPORT, ATCT, AND THE RESIDENT ENGINEER.
10. NO AIRFIELD CLOSURES SHALL BE REQUIRED FOR WORK WITHIN WORK AREA E. CONTRACTOR SHALL KEEP IN **CONSTANT** COMMUNICATIONS WITH THE ATCT STAFF FOR ACCESS TO SCHEDULED PORTIONS OF WORK WITHIN WORK AREA E. THE ATCT WILL TEMPORARILY CLOSE PAVEMENT SURFACES AND AIRFIELD AREAS AS NEEDED FOR THE EXPEDITIOUS COMPLETION OF THE WORK. NOTAMS SHALL BE POSTED BY THE AIRPORT ON AN AS-NEEDED BASIS FOR DAILY WORK OPERATIONS.
11. THE CONTRACTOR IS REQUIRED TO SUPPLY AND MAINTAIN ALL LIGHTED RUNWAY CLOSURE MARKERS FOR THE DURATION OF THE PHASE/WORK AREA/PROJECT. RUNWAY CLOSURE MARKERS SHALL BE PLACED AT BOTH ENDS OF RUNWAY 7-25 CENTERED DIRECTLY ABOVE THE RUNWAY 7 AND AND RUNWAY 25 LANDING DESIGNATORS. LIGHTED CLOSED RUNWAY MARKERS SHALL REMAIN ON AND IN GOOD WORKING CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CSPP.
12. ALL RUNWAYS AND TAXIWAYS SHALL BE ACTIVE THROUGHOUT THE DURATION OF THIS WORK AREA.
13. CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT FOD MANAGEMENT PRACTICES AT THE END OF EACH DAY WHICH SHALL INCLUDE UTILIZATION OF THE FOD-RAZOR FRICTION MAT, OR APPROVED EQUIVALENT. THE NUMBER OF PASSES AND AREAS TO BE MAINTAINED USING THE FOD-RAZOR FRICTION MAT SHALL BE AT THE DISCRETION OF THE RPR. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR USE OF THE FOD-RAZOR FRICTION MAT AND SHALL BE CONSIDERED INCIDENTAL TO ITEM GP-80, CONSTRUCTION AND SAFETY PHASING PLAN COMPIANCE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN - WORK AREA F

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GENERAL NOTES

1. ALL VEHICLES IN THE CONSTRUCTION AREA MUST BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG ON THE HIGHEST POINT OR A FLASHING/ROTATING AMBER CONSTRUCTION BEACON.
2. ACCESS TO THIS PROJECT REQUIRES USE OF EXISTING CITY AND AIRPORT ROADS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL ACCESS SURFACES REMAIN CLEAN AND CLEAR OF DIRT AND DEBRIS AT ALL TIMES.
3. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE INFLICTED UPON THE ACCESS ROUTES OVER THE DURATION OF THE PROJECT. THE ENGINEER/OWNER SHALL DOCUMENT THE EXISTING CONDITION AND POST-CONDITION OF ALL ACCESS ROUTES. ANY MEASURABLE DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH FAA ADVISORY CIRCULAR AC 150/5370-2, LATEST EDITION.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CONTACT INFORMATION OF KEY AIRPORT PERSONNEL.
6. THE BARRICADES INDICATED ON THE PLAN REPRESENT THE TRAFFIC CONTROL REQUIRED DURING CONSTRUCTION. IN THE EVENT THAT MORE TRAFFIC CONTROL IS REQUIRED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE NUMBER AND LOCATION OF BARRICADES REQUIRED TO KEEP THE ACTIVE WORK AREA PROTECTED.
7. THE CONTRACTOR IS REQUIRED TO SUBMIT A SAFETY PLAN COMPLIANCE CERTIFICATION (SPCC). THIS DOCUMENT CERTIFIES THAT THE CONTRACTOR HAS READ AND UNDERSTANDS THE SAFETY AND PHASING REQUIREMENTS OF THE PROJECT. ADDITIONALLY THE CONTRACTOR AGREES TO FOLLOW THE RULES AND REQUIREMENTS OF THIS SAFETY AND PHASING PLAN, THE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF FAA ADVISORY CIRCULAR 150/5370-2, LATEST EDITION. A NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE SPCC IS SUBMITTED.
8. NO BADGING IS REQUIRED FOR THIS PROJECT/AIRPORT, HOWEVER THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE OWNER FOR ACCESS THROUGH THE AUTOMATED GATES.
9. SHOP VAC SHALL BE IN CONTINUOUS USE WHEN REMOVING ASPHALT SLURRY DURING PAVEMENT CORE TESTING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND OPERATE THE SHOP VAC.
10. ANY STOCKPILED MATERIALS AND EQUIPMENT VEHICLES ON SITE ARE NOT PERMITTED WITHIN THE RSA OR ROFA OF AN OPERATIONAL RUNWAY, UNLESS GIVEN PROPER APPROVAL FROM THE RPR, AIRPORT STAFF AND ATCT.
11. THE CONTRACTOR SHALL BE REQUIRED TO HAVE A QUALIFIED REPRESENTATIVE ON SITE THAT CAN PROPERLY COMMUNICATE WITH THE ATCT STAFF VIA RADIO COMMUNICATIONS AT ALL TIMES. RADIO FREQUENCY SHALL BE SET TO 121.325 AT ALL TIMES DURING CONSTRUCTION OPERATION DAYS. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE WILL BE REQUIRED TO HAVE THEIR VEHICLES EQUIPPED WITH RADIOS. BASED ON THE RESPECTIVE WORK AREA, PORTIONS OR ALL OF THE AIRPORT WILL REMAIN OPEN AND ACTIVE DURING THE COURSE OF THIS PROJECT. MAINTAINING OPEN LINES OF COMMUNICATION WITH THE TOWER IS REQUIRED AT ALL TIMES.
12. THE CONTRACTOR SHALL PROVIDE A WATER TRUCK AS NEEDED, AND AS DIRECTED BY THE ENGINEER FOR DUST CONTROL. NO DIRECT PAYMENT SHALL BE MADE FOR CONSTRUCTION SITE DUST CONTROL, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE AIRPORT OR THE COUNTY TO ACQUIRE A CONSTRUCTION WATER METER.
13. THE CONTRACTOR SHALL ACTIVELY MONITOR THE STATUS OF ANY RUNWAY CLOSURE MARKERS ON SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP ALL ACTIVE RUNWAY CLOSURE MARKERS OPERATIONAL AND FULLY FUNCTIONING WHILE IN USE. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING ASPHALT FROM ANY OIL SPILLS, GAS LEAKS, ETC. ANY DAMAGE TO THE ASPHALT DUE TO THE MARKER, SHALL BE REPAIRED. ALL COSTS ASSOCIATED WITH THE REPAIR SHALL BE BOURNE BY THE CONTRACTOR.
14. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON CALL AT ALL TIMES FOR EMERGENCY MAINTENANCE OF ON AIRPORT HAZARD LIGHTING, RUNWAY CLOSURE MARKERS, AND BARRICADES.
15. DURING THE COURSE OF THIS PROJECT THE CONTRACTOR WILL HAVE TO CROSS OVER EXISTING ASPHALT PAVEMENT AREAS TO ACCESS THE DESIGNATED PLAN WORK AREAS. CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS TO AVOID PAVEMENT DAMAGES. ANY PAVEMENT AREAS OUTSIDE OF THE PROJECT RECONSTRUCTION LIMITS THAT HAS BEEN ALTERED OR DAMAGED AS A RESULT OF WORK WILL BE RESTORED TO ORIGINAL CONDITION OR BETTER, AT THE CONTRACTOR'S EXPENSE.
16. THE CONTRACTOR SHALL BE PERMITTED TO TAKE POSSESSION OF ALL PROJECT MILLINGS, LESS 20 LOADS, WHICH SHALL BE DELIVERED TO THE CITY STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
17. DURING CONSTRUCTION OPERATIONS, IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO LEAVE THE CONSTRUCTION ACCESS GATE OPEN FOR TRUCKING PURPOSES, A QUALIFIED REPRESENTATIVE SHALL MAINTAIN WATCH AND SECURITY OF THE CONSTRUCTION ACCESS GATE AT ALL TIMES.
18. THE CONTRACTOR SHALL HAVE A QUALIFIED REPRESENTATIVE CAPABLE OF COMMUNICATING WITH THE ATCT AND KNOWLEDGEABLE ABOUT MOVEMENT ON ACTIVE AIRFIELD PAVEMENT AREAS. THE CONTRACTOR SHALL CLOSELY COORDINATE ACCESS ON AND ACROSS OPEN AND ACTIVE AIRFIELD PAVEMENT WITH THE AIRPORT, ATCT, AND THE RESIDENT ENGINEER.
19. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE WILL BE REQUIRED TO HAVE THEIR VEHICLES EQUIPPED WITH RADIOS, THE APPROPRIATE VEHICLE LIGHTING, AND VEHICLE IDENTIFYING MARKING IN ACCORDANCE WITH THE CONTRACT AND CONSTRUCTION SAFETY AND PHASING PLAN DOCUMENT. RADIO FREQUENCY SHALL BE SET TO 121.325 AT ALL TIMES DURING CONSTRUCTION OPERATION DAYS. ADDITIONALLY, CONTRACTOR PERSONNEL SHALL BE TRAINED TO SPEAK ON THE RADIO FOR PURPOSES OF COMMUNICATING WITH ATCT PERSONNEL. THE AIRFIELD WILL REMAIN OPEN AND ACTIVE DURING THE WORK OF THIS PROJECT. MAINTAINING OPEN LINES OF COMMUNICATION WITH THE TOWER IS REQUIRED AT ALL TIMES.
20. IN THE EVENT THAT BARRICADING, TEMPORARY FENCING, AND PROVIDING ESCORTS ARE INSUFFICIENT IN RESTRICTING MOVEMENT OF CONSTRUCTION VEHICLES AND PERSONNEL TO PERMITTED CONSTRUCTION AREAS, FLAGGERS MAY BE NECESSARY. IN SUCH EVENT, FLAGGERS SHALL BE AS REQUIRED BY THE OWNER AND FAA ADVISORY CIRCULARS. THE COST FOR PROVIDING FLAGGERS SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
21. THE CONTRACTOR SHALL KEEP ALL ACTIVE PAVEMENT SURFACES (AIRSIDE AND LANDSIDE) CLEAN AND FREE OF DEBRIS. A POWER BROOM AND/OR SWEEPER TRUCK SHALL BE ON SITE AND AVAILABLE AT ALL TIMES FOR CLEANING OF PAVEMENT SURFACES. NO DIRECT PAYMENT SHALL BE MADE FOR THE CLEANING AND MAINTAINING OF EXISTING PAVEMENT SURFACES, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK.
22. THE CONTRACTOR SHALL PROVIDE A WATER TRUCK AS NEEDED, AND AS DIRECTED BY THE ENGINEER FOR DUST CONTROL. NO DIRECT PAYMENT SHALL BE MADE FOR CONSTRUCTION SITE DUST CONTROL, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK.THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE AIRPORT OR THE COUNTY TO ACQUIRE A CONSTRUCTION WATER METER. PAYMENTS FOR WATER USED SHALL BE MADE DIRECTLY TO THE OWNER. NO COMPENSATION SHALL BE MADE SPECIFICALLY FOR WATER USAGE. THE COST FOR WATER SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR ITEM GP-80, CONSTRUCTION SAFETY PHASING PLAN.
23. IT SHALL THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SAFE AND SECURE AIRFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SITE ACCESS AND PROPER SECURITY OF CONSTRUCTION ACCESS GATES.

INSPECTION REQUIREMENTS

1. AT THE END OF EACH DAY, THE CONSTRUCTION AREA SHALL BE INSPECTED FOR ANY FOREIGN OBJECT DEBRIS (FOD) ON AIRFIELD OR NON AIRFIELD PAVEMENTS AND FOR ANY EXCESS CONSTRUCTION MATERIALS LEFT IN THE TAXIWAY OR TAXILANE OBJECT FREE AREA.
2. AT THE BEGINNING OF EACH CONSTRUCTION DAY, THE CONTRACTOR SHALL VERIFY ALL BARRICADES ARE PLACED CORRECTLY.

SAFETY REQUIREMENTS

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO ENSURE THE SAFETY OF OPERATING AIRCRAFT AS WELL AS THAT OF HIS OWN EQUIPMENT AND PERSONNEL. THE CONTRACTOR SHALL OBEY ALL INSTRUCTIONS AS TO ROUTES TO BE TAKEN BY EQUIPMENT TRAVELING WITHIN THE AIRPORT AREA. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE OF ALL DIFFICULTIES TO BE ENCOUNTERED.
2. THE CONTRACTOR OR THEIR PROJECT REPRESENTATIVE SHALL NOTIFY THE AIRPORT REPRESENTATIVE PRIOR TO STARTING WORK EACH DAY AND WHEN WORK HAS BEEN COMPLETED FOR THE DAY. IT SHALL ALSO BE THE CONTRACTOR OR THEIR REPRESENTATIVE'S RESPONSIBILITY TO MAKE A THOROUGH CHECK OF THE WORK AREAS, TO SEE THAT ALL EQUIPMENT HAS BEEN RETURNED AND PARKED IN THE PARKING AREAS DESIGNATED BY THE ENGINEER.
3. EQUIPMENT NOT IN OPERATION SHALL BE KEPT CLEAR OF ACTIVE OPERATIONAL AREAS; PERSONNEL SHALL NOT ENTER OR OPERATE EQUIPMENT WITHIN ACTIVE OPERATIONAL AREAS OF THE AIRPORT WITHOUT SPECIFIC PERMISSION FROM THE OFFICE OF THE AIRPORT REPRESENTATIVE.
4. ALL CONSTRUCTION EQUIPMENT AND VEHICLES WILL BE REQUIRED TO HAVE A FLAG ON STAFF OR A YELLOW/AMBER LENS ROTATING/FLASHING LIGHT MOUNTED ON THE ROOF OR SO ATTACHED TO THE VEHICLE THAT THE FLAG OR LIGHT WILL BE READILY VISIBLE. THE FLAG SHOULD BE NO LESS THAN 3 FEET SQUARE CONSISTING OF A CHECKERED PATTERN OF INTERNATIONAL ORANGE AND WHITE SQUARES OF NOT LESS THAN ONE FOOT ON EACH SIDE. THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF FLAGS AND STAFFS TO PROVIDE FOR ALL VEHICLE AND EQUIPMENT NEEDS.
5. UNAUTHORIZED ENTRANCE OF CONTRACTOR EMPLOYEES AND EQUIPMENT INTO AN AIR OPERATIONS AREA WILL BE CAUSE FOR IMMEDIATE ACTION AS PROVIDED FOR IN GENERAL PROVISIONS SUBSECTION TITLED CHARACTER OF WORKERS METHODS AND EQUIPMENT OF SECTION 80.
6. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH ORANGE FLAGS AND LIGHTED BY LIGHT UNITS OR LOW PROFILE LIGHTED BARRICADES DURING HOURS OF RESTRICTED VISIBILITY AND/OR DARKNESS.

CONTRACTOR DAILY CLEAN UP AND INSPECTION

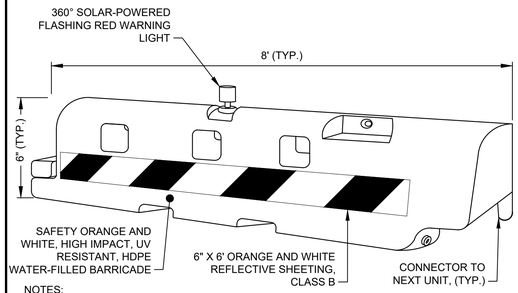
1. AFTER ALL WORK HAS BEEN COMPLETED FOR THE DAY AND PRIOR TO DEPARTING THE PROJECT AREA, THE CONTRACTOR OR THEIR SUPERINTENDENT SHALL SEE THAT:

1.1. ALL TOOLS, EQUIPMENT AND CONSTRUCTION MATERIALS HAVE BEEN REMOVED AND PROPERLY STORED AT THE STAGING AREA.

1.2. PLACE BARRICADES, RAILINGS, PLACE COVERS OVER HOLES AND TRENCHES, ROPE OFF AREAS AND TAKE OTHER PRECAUTIONS NECESSARY TO MINIMIZE THE POSSIBILITY OF INJURY TO ANY PERSON(S) WHO MAY FOR ANY REASON ENTER THE PROJECT WORK AREA.

1.3. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH LIGHTS DURING HOURS OF DARKNESS.

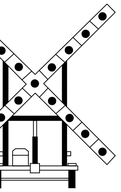
A1 CONSTRUCTION SAFETY AND PHASING NOTES



NOTES:

1. BARRICADES SHALL BE 6" X 8' AIRPORT LOW PROFILE BARRICADE (ORANGE) AS MANUFACTURED BY NEUBERT AERO CORP OR AN APPROVED EQUIVALENT.
2. FLAT, BIDIRECTIONAL WARNING LIGHTS WILL NOT BE ACCEPTABLE.
3. EXACT LOCATIONS SHALL BE DETERMINED DURING CONSTRUCTION BY THE ENGINEER.
4. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A WAY TO PREVENT MOVEMENT DUE TO WIND , JET BLAST, OR PROP WASH.
5. PLACEMENT, MAINTENANCE, AND REMOVAL OF BARRICADES SHALL NOT BE PAID SEPARATELY AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.

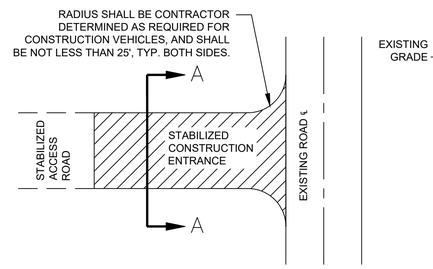
C3 HDPE LOW PROFILE BARRICADE DETAIL



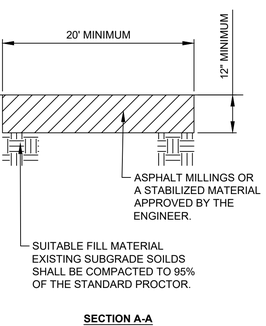
NOTE:

1. CONTRACTOR SHALL PROVIDE THE REQUIRED AMOUNT OF L-893 LIGHTED VISUAL AIDS TO INDICATE TEMPORARY RUNWAY CLOSURE AS MANUFACTURED BY HALI-BRITE, INC., SHERWIN INDUSTRIES, INC., OR APPROVED EQUAL. CONTRACTOR IS RESPONSIBLE FOR FUELING AND MAINTAINING AS REQUIRED DURING CONSTRUCTION (INCLUDING MAINTENANCE, BULB REPLACEMENT, PAVEMENT PROTECTION, AND ALL OTHER INCIDENTS NECESSARY TO MAINTAIN THE LIGHTED X'S IN WORKING ORDER). COST SHALL BE INCLUDED IN GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.
2. ALL LIGHTED CLOSED RUNWAY MARKERS SHALL HAVE SPILL BLANKETS PLACED UNDER THE GENERATOR/ENGINE AT ALL TIMES WHEN ON PAVED SURFACES. OIL, DIESEL FUEL, OR GASOLINE SPILLED ON ASPHALT WILL BE RESOLVED BY MILLING A MINIMUM OF 10'X10' AREA TO REMOVE DAMAGED SURFACES. NO PAYMENT SHALL BE MADE FOR THE REPAIRS AS A RESULT OF LEAKING EQUIPMENT OR SPILLED FUEL DURING RE-FUELING.

C4 LIGHTED CLOSED RUNWAY DETAIL



PLAN VIEW

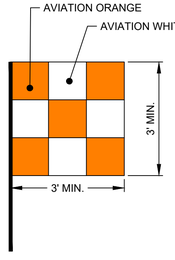


SECTION A-A

NOTE:

1. CONTRACTOR ACCESS ROAD SHALL NOT BLOCK OR IMPEDE ANY EXISTING DRAINAGE LINES OR PATHS PRESENT AT THE SITE. ADDITIONALLY, CROSS SLOPE OF THE ROAD SHALL BE AS REQUIRED TO PROVIDE ADEQUATE DRAINAGE WITHOUT IMPEDING OR RESTRICTING EXISTING FLOW LINES OR DRAINAGE PATHS.
2. CONTRACTOR ACCESS ROAD SHALL BE MAINTAINED THROUGHOUT THE PROJECT, INCIDENTAL TO GP-80, STABILIZED CONSTRUCTION ENTRANCE. THE ACCESS ROAD SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND THE AREA RESTORED TO MATCH THE EXISTING CONDITION.
3. ANY DIRT OR SEDIMENT TRACKED ONTO EXISTING PAVEMENTS SHALL BE SWEPT/CLEANED PRIOR TO LEAVING THE SITE EACH DAY.
4. ALL MATERIALS REQUIRED FOR THIS ITEM SHALL BE PAID FOR UNDER SECTION 80 STABILIZED CONSTRUCTION ENTRANCE.

B3 STABILIZED CONSTRUCTION ENTRANCE AND ACCESS ROAD DETAIL



NOTES:

1. THE CONTRACTOR SHALL PROMINENTLY DISPLAY AVIATION SAFETY FLAGS ON ALL CONSTRUCTION VEHICLES AND EQUIPMENT AT THE HIGHEST POINT ON EACH PIECE OF CONSTRUCTION EQUIPMENT.
2. COST SHALL BE INCLUDED IN GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.
3. IF FLASHING AMBER BEACONS ARE PRESENT ON CONSTRUCTION EQUIPMENT OR CONTRACTOR VEHICLES, FLAGS SHALL NOT BE REQUIRED. BEACONS MUST BE LOCATED AT THE HIGHEST POINT OF THE CONSTRUCTION EQUIPMENT TO SUPERCEDE THE NEED FOR CONSTRUCTION FLAGS.

A3 AVIATION FLAG DETAIL

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN DETAILS

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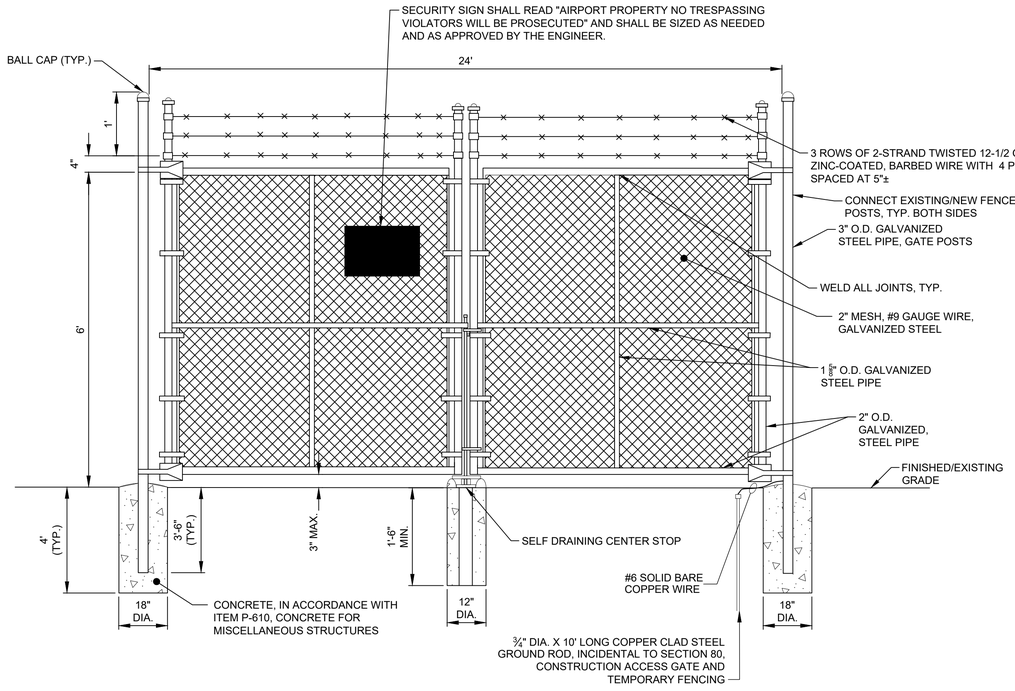

NOTES:

1. THE CONTRACTOR SHALL FURNISH THEIR OWN LOCKING MECHANISM FOR THE GATE FOR THE DURATION OF THE PROJECT.
2. GATE INSTALLATION SHALL BE RECESSED 15' PAST EXISTING FENCELINE WHEN PRACTICAL.
3. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE THE GATE AND REPLACE THE FENCE TO MATCH EXISTING CONDITIONS.
4. THE GATE MATERIAL SHALL MATCH EXISTING FENCE FABRIC AND MATERIAL (GALVANIZED STEEL), IN ACCORDANCE WITH ITEM F-162.
5. GATE LOCATION SHALL BE COORDINATED BY THE CONTRACTOR, AND APPROVED BY THE ENGINEER, TO COINCIDE WITH THE CONTRACTOR INSTALLED STABILIZED CONSTRUCTION ENTRANCE.

B1 TEMPORARY CONSTRUCTION ACCESS GATE DETAIL

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ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
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PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN DETAILS

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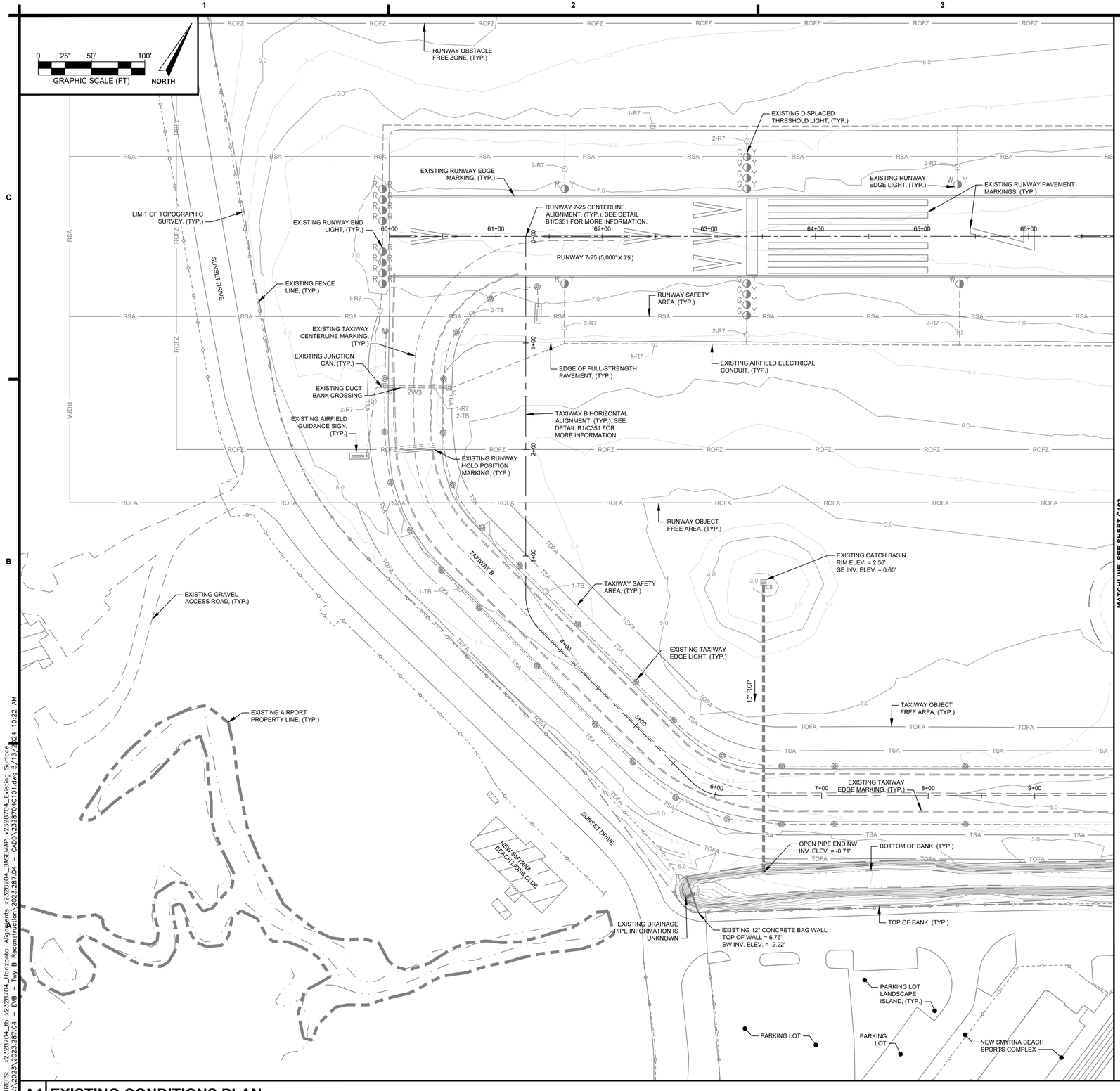
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704G011

DRAWING
G011

BID DRAWINGS

XREFS: x2328704_tb
v:\2023\2023.287.04 - EVB - Twy B Reconstruction\2023.287.04 — CADD\2328704G011.dwg 5/13/2024 10:21 AM



A1 EXISTING CONDITIONS PLAN

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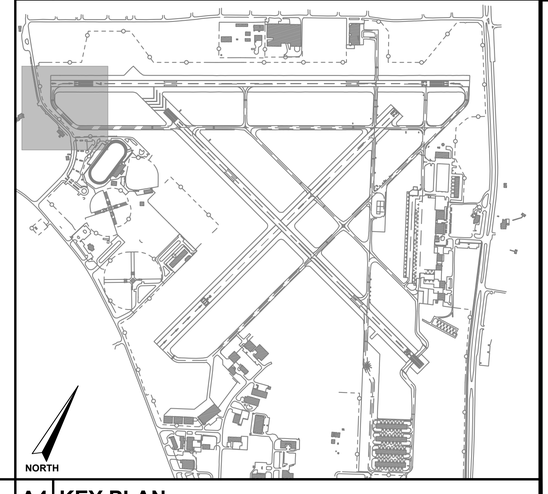
B4 SHEET NOTES AND LEGEND



A4 KEY PLAN

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
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EXISTING CONDITIONS PLAN

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FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C101

DRAWING
C101

BID DRAWINGS

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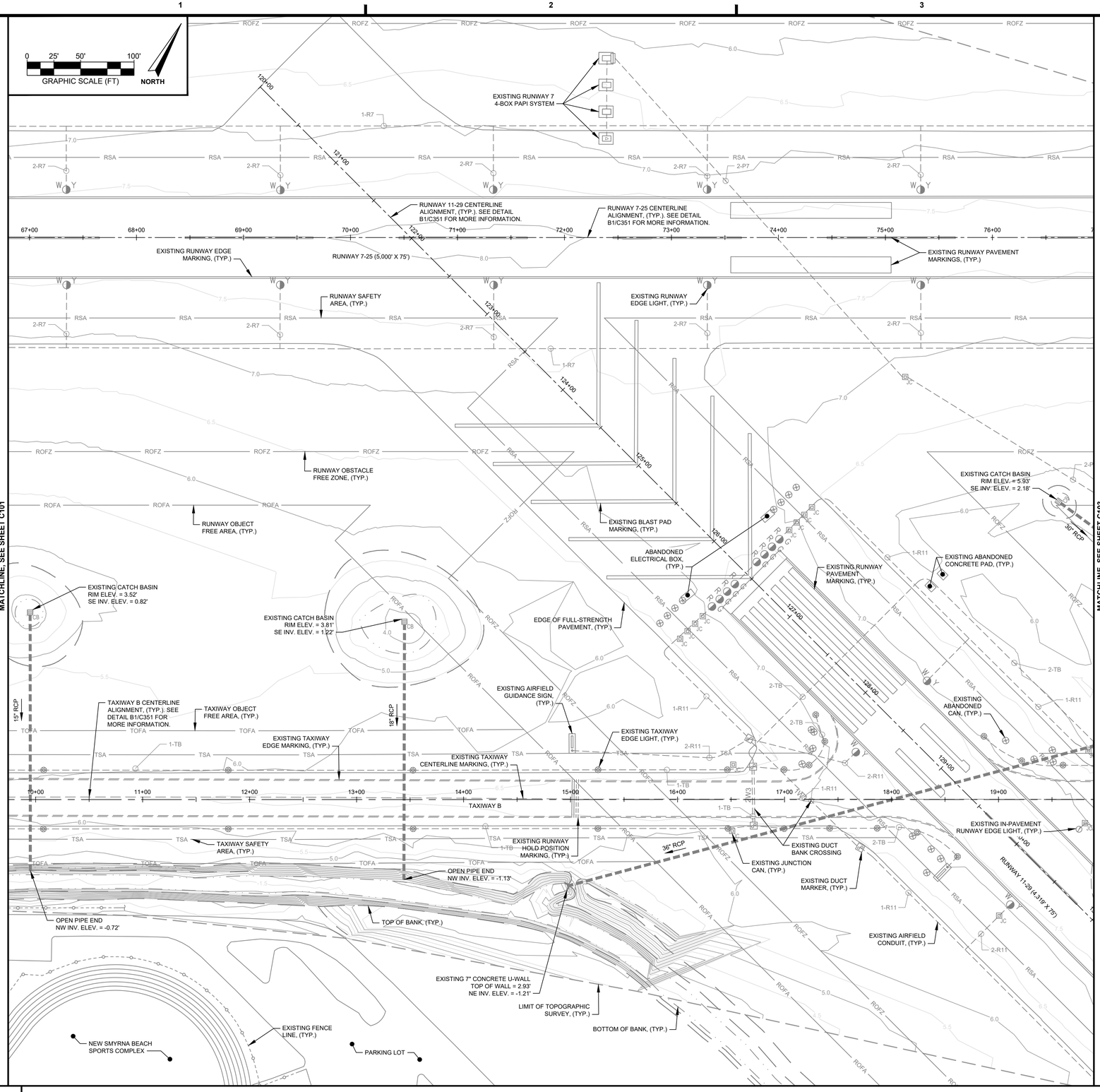
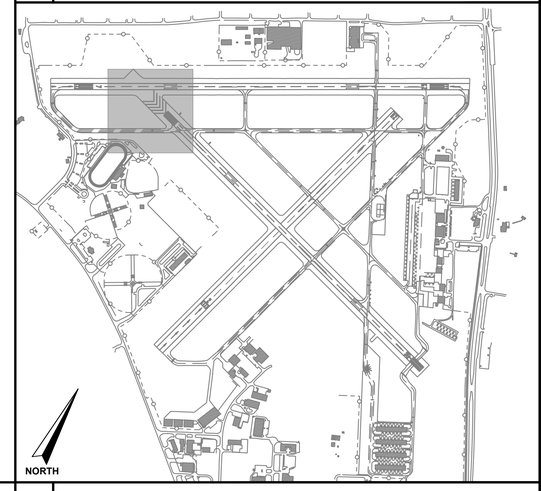


A1 EXISTING CONDITIONS PLAN

A4 KEY PLAN



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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS PLAN

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AVCON PROJECT NO. 2023.287.04
CADD: 2328704C102

DRAWING
C102

BID DRAWINGS

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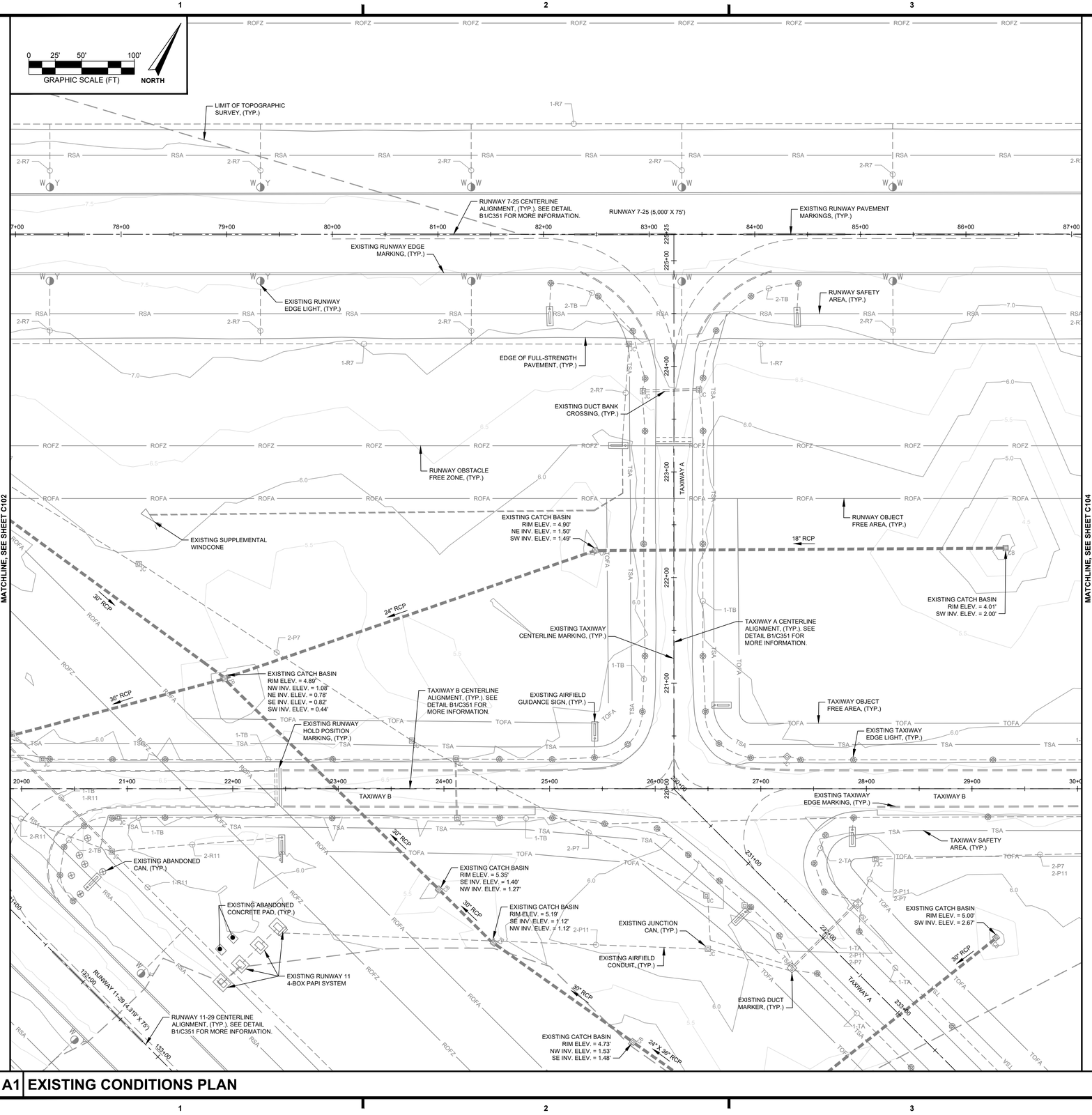

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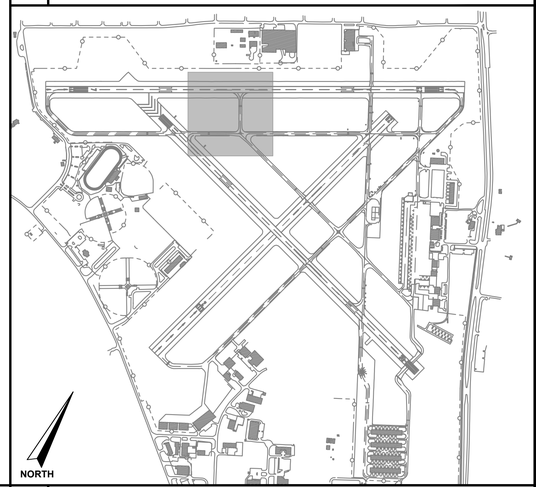

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CADD:	2328704C103

BID DRAWINGS

DRAWING
C103

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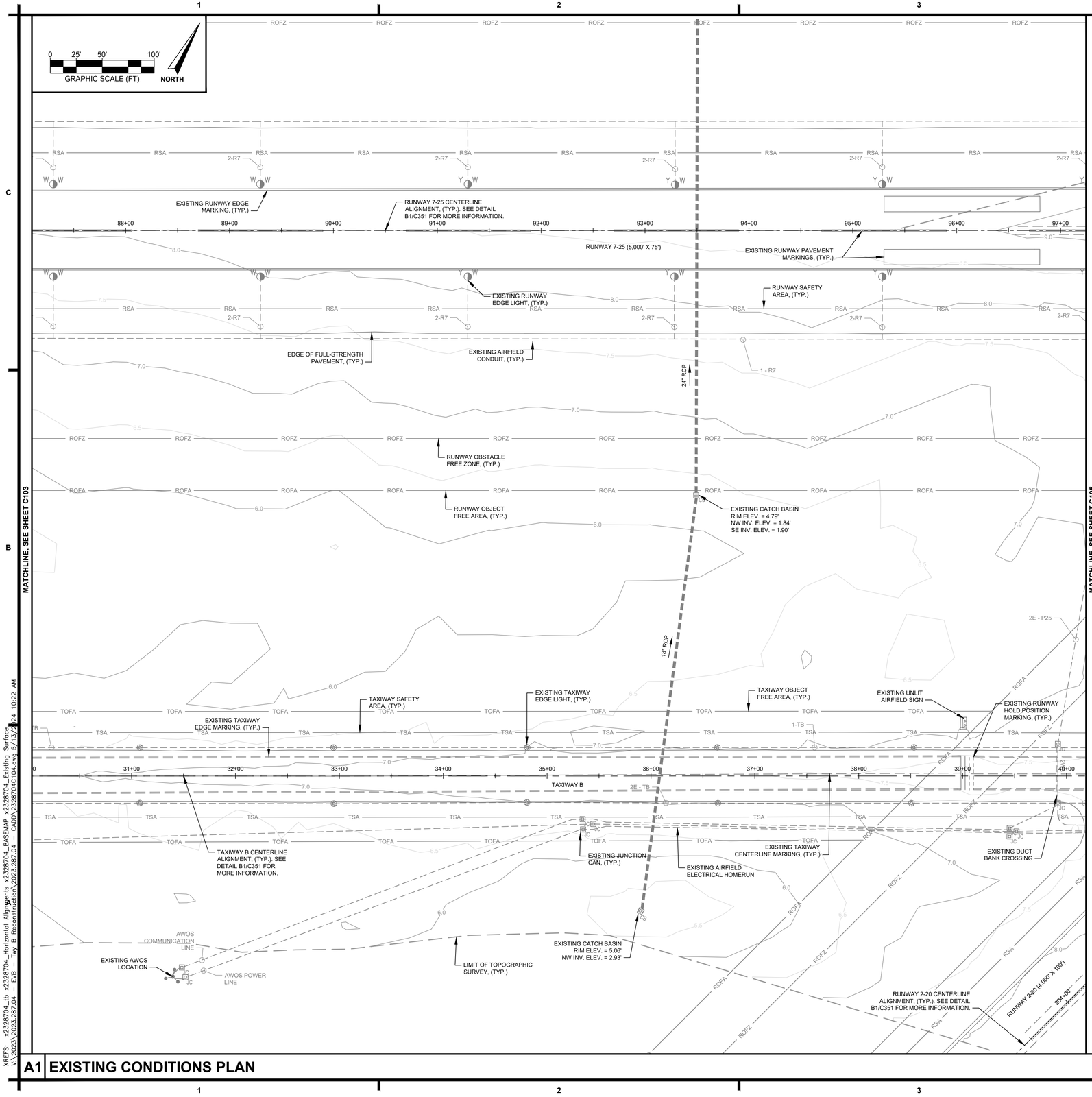

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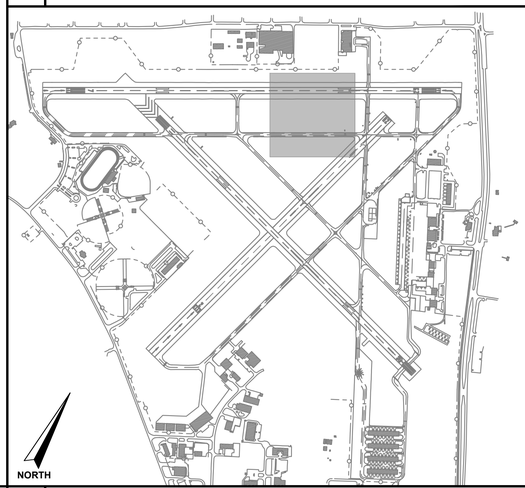

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CADD: 2328704C104

BID DRAWINGS

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C104

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GRAPHIC SCALE (FT) 0 25' 50' 100' NORTH

LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
RUNWAY 7-25 CENTERLINE ALIGNMENT, (TYP.). SEE DETAIL B1/C351 FOR MORE INFORMATION.
RUNWAY 7-25 (5,000' X 75')
EXISTING RUNWAY EDGE LIGHT, (TYP.)
EXISTING RUNWAY PAVEMENT MARKINGS, (TYP.)
EXISTING RUNWAY EDGE MARKING, (TYP.)
EXISTING DISPLACED THRESHOLD LIGHT, (TYP.)
TAXIWAY C CENTERLINE ALIGNMENT, (TYP.). SEE DETAIL B1/C351 FOR MORE INFORMATION.
EXISTING JUNCTION CAN, (TYP.)
EXISTING TAXIWAY CENTERLINE MARKING, (TYP.)
TAXIWAY E CENTERLINE ALIGNMENT, (TYP.). SEE DETAIL B1/C351 FOR MORE INFORMATION.
EXISTING RUNWAY 25 4-BOX PAPI SYSTEM
EXISTING RUNWAY HOLD POSITION MARKING, (TYP.)
EDGE OF FULL-STRENGTH PAVEMENT, (TYP.)
EXISTING CATCH BASIN RIM ELEV. = 5.92' SE INV. ELEV. = 3.68'
RUNWAY SAFETY AREA, (TYP.)
RUNWAY OBSTACLE FREE ZONE, (TYP.)
TAXIWAY SAFETY AREA, (TYP.)
RUNWAY 2-20 CENTERLINE ALIGNMENT, (TYP.). SEE DETAIL B1/C351 FOR MORE INFORMATION.
EXISTING TAXIWAY EDGE MARKING, (TYP.)
EXISTING CATCH BASIN RIM ELEV. = 8.16'
EXISTING CATCH BASIN RIM ELEV. = 7.26'
EXISTING CATCH BASIN RIM ELEV. = 6.14' SW INV. ELEV. = 2.06' SE INV. ELEV. = 2.08'
EXISTING CATCH BASIN RIM ELEV. = 6.53' NW INV. ELEV. = 2.75' NE INV. ELEV. = 2.66'
EXISTING AIRFIELD GUIDANCE SIGN, (TYP.)
TAXIWAY OBJECT FREE AREA, (TYP.)
EXISTING IN-PAVEMENT RUNWAY EDGE LIGHT, (TYP.)
RUNWAY 2-20 (4,000' X 100')
EXISTING TAXIWAY EDGE LIGHT, (TYP.)
EXISTING SURFACE MARKING, (TYP.)
TAXIWAY B
TAXIWAY B CENTERLINE ALIGNMENT, (TYP.). SEE DETAIL B1/C351 FOR MORE INFORMATION.
EXISTING ELECTRICAL MANHOLE, (TYP.)
EXISTING UNLIT AIRFIELD SIGN, (TYP.)
EXISTING AIRFIELD ELECTRICAL HOMERUN
EXISTING CATCH BASIN RIM ELEV. = 6.53' NE INV. ELEV. = 2.48' SW INV. ELEV. = 2.76'
EXISTING DUCT MARKER, (TYP.)
BOTTOM OF BANK, (TYP.)
TOP OF BANK, (TYP.)
ATCT
EXISTING VAULT LOCATION
EXISTING GENERATOR
EXISTING ABANDONED CONCRETE PAD, (TYP.)
EXISTING M.E.S. SW INV. ELEV. = 1.63'
RUNWAY OBJECT FREE AREA, (TYP.)
EXISTING AIRFIELD CONDUIT, (TYP.)
EXISTING DUCT BANK CROSSING, (TYP.)
EXISTING AIRFIELD CONDUIT, (TYP.)
SPARE

MATCHLINE, SEE SHEET C104
MATCHLINE, SEE SHEET C106

XREFS: x2328704_tb x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Existing Surface
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A1 EXISTING CONDITIONS PLAN

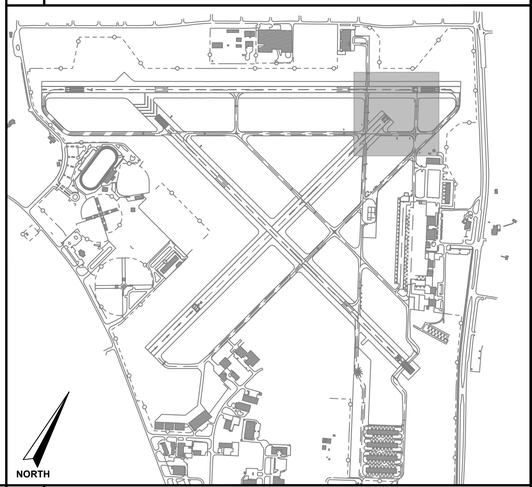
SHEET NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY, AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (IDENTIFIED ON THE PLANS OR NOT) AFFECTING ANY COMPONENT OF WORK HEREIN PRIOR TO THE START OF ANY CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO THE START OF ANY CONSTRUCTION. SPECIAL ATTENTION SHALL BE TAKEN WITH THOSE EXISTING UTILITIES, STRUCTURES OR FEATURES (IDENTIFIED ON THE PLANS OR NOT) THAT MAY POTENTIALLY CONFLICT OR CROSS PROPOSED DESIGN COMPONENTS (I.E., AIRFIELD ELECTRICAL, STORM SEWERS, POTABLE WATER LINES, ETC.) AND ANY DISCREPANCIES, CONFLICTS OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION. ANY COST ASSOCIATED WITH THE LOCATION OF EXISTING UTILITIES AS OUTLINED ABOVE IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ERRORS OR OMISSIONS - DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS, BUT IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY. THE ENGINEER WILL THEN MAKE SUCH CORRECTIONS AND INTERPRETATIONS AS NECESSARY TO REFLECT THE ACTUAL SPIRIT AND INTENT OF THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.

7.00 EXISTING MINOR CONTOURS, (TYP.)

7.00 EXISTING MAJOR CONTOURS, (TYP.)

B4 SHEET NOTES AND LEGEND



A4 KEY PLAN

BID DRAWINGS

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NEW SMYRNA BEACH

AVCON

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS PLAN

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SCALE (US SVY FT): GRAPHIC

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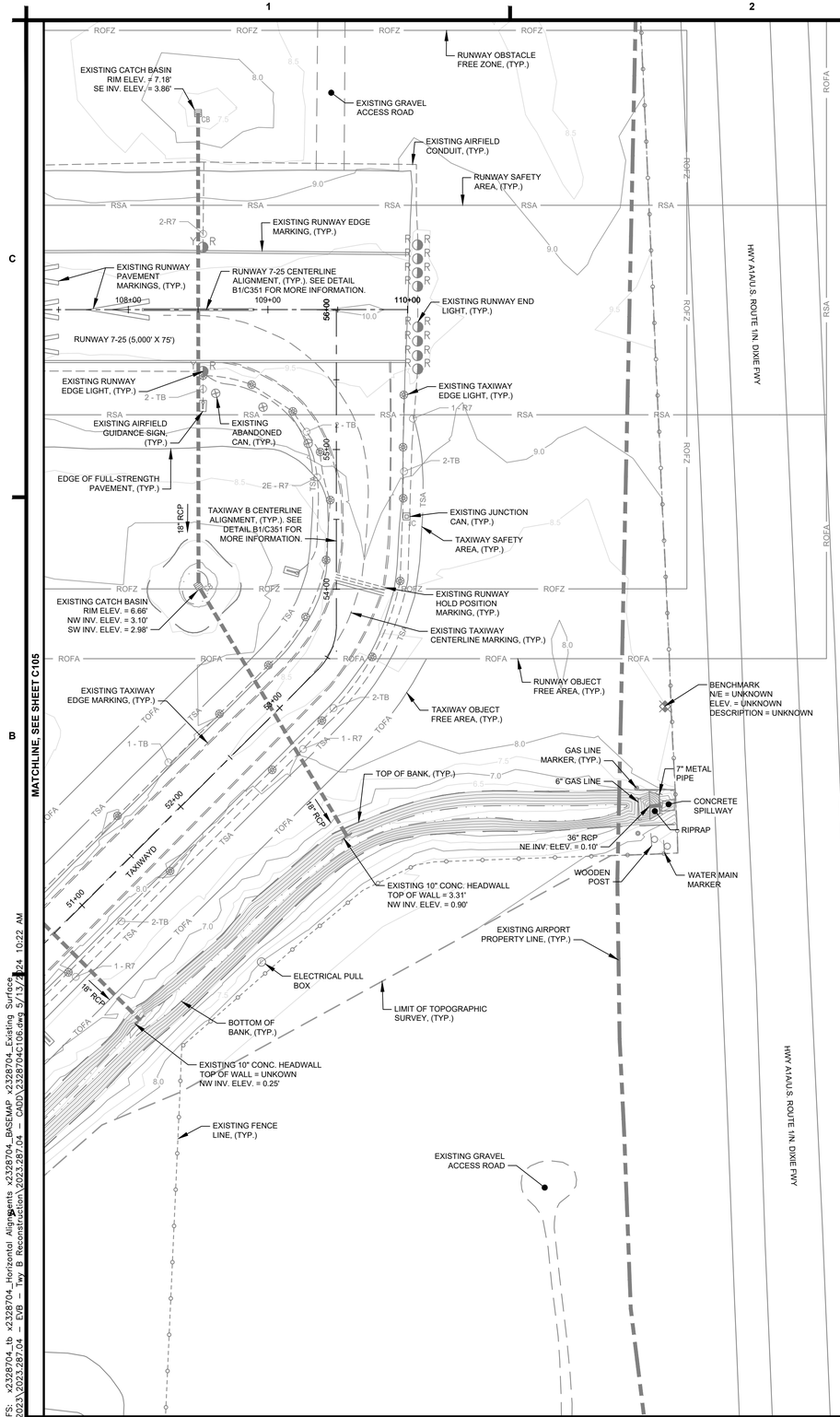
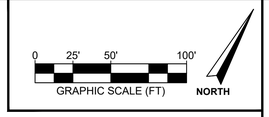
NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	PV
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C105

DRAWING
C105





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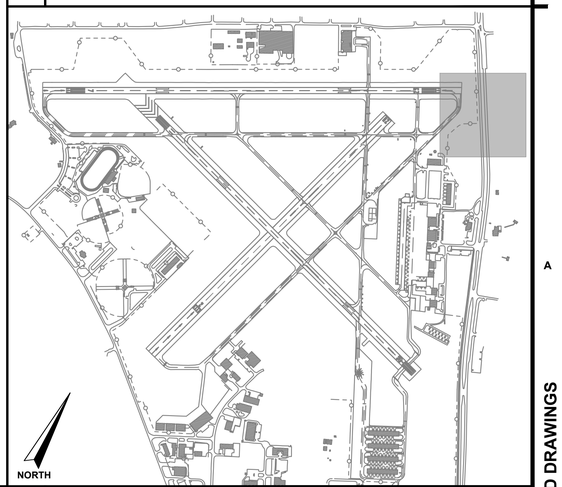
B4 SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 EXISTING CONDITIONS PLAN

XREFS: x2328704_tb x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Existing Surface
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXISTING CONSITIONS PLAN

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SCALE (US SVY FT): GRAPHIC

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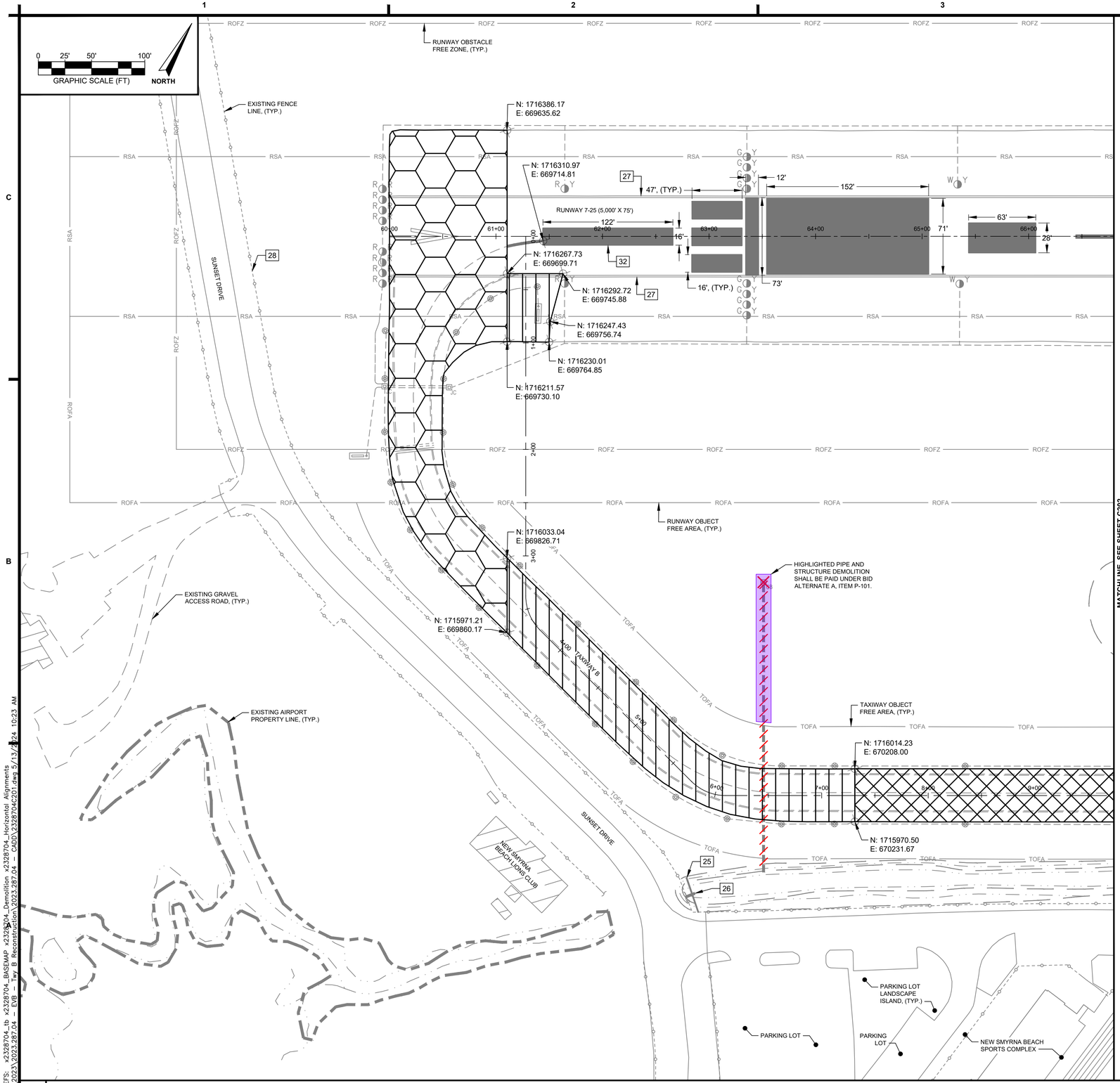
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C106

DRAWING
C106

BID DRAWINGS



MATCHLINE, SEE SHEET C202

25. EXISTING DRAINAGE STRUCTURE SHALL BE PROTECTED IN PLACE.
26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE.
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTEND DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
28. EXISTING FENCELINE SHALL BE PROTECTED IN PLACE.
32. EXISTING RUNWAY PAVEMENT MARKINGS SHALL BE OBLITERATED, (TYP.). ITEM P-101 OBLITERATE EXISTING SURFACE PAINT MARKINGS.

COLD MILLING EXISTING ASPHALT FULL-DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE REMOVED FULL DEPTH AND REPLACED WITH SUITABLE ON SITE CUT.

COLD MILLING EXISTING ASPHALT FULL DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE SCARIFIED AND REWORKED, INCIDENTAL TO ITEM P-152 UNCLASSIFIED EXCAVATION. EXISTING LIME ROCK BASE SHALL BE ADEQUATELY AND SUFFICIENTLY BLENDED INTO THE NEW LIME ROCK BASE COURSE.

COLD MILLING EXISTING ASPHALT FULL-DEPTH, ITEM P-101
COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE PROTECTED IN PLACE.

OBLITERATE EXISTING PAVEMENT MARKING, ITEM P-101.

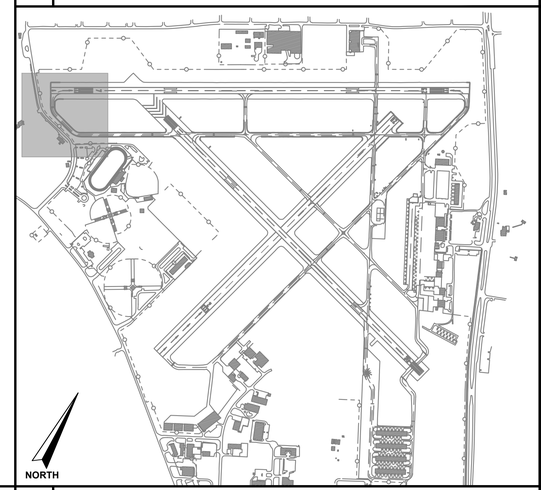
EXISTING DRAINAGE STRUCTURE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE.

EXISTING DRAINAGE PIPE TO BE REMOVED,ITEM P-101 REMOVAL OF EXISTING DRAINAGE PIPE.

SHEET NOTES:

1. THE CONTRACTOR SHALL BE PERMITTED TO TAKE POSSESSION OF ALL PROJECT MILLINGS, LESS 20 LOADS, WHICH SHALL BE DELIVERED TO THE CITY STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
2. ALL EXISTING AIRFIELD EDGE LIGHTS, AIRFIELD GUIDANCE SIGNS, AIRFIELD ELECTRICAL HANDHOLES AND STRUCTURES, DRAINAGE STRUCTURES, AIRFIELD NAVIGATIONAL AIDS, AND AIRPORT INFRASTRUCTURE INSTALLATIONS NOT SPECIFICALLY CALLED OUT FOR DEMOLITION/REMOVAL SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
3. EXISTING INFRASTRUCTURE TO REMAIN AND BE PROTECTED IN PLACE, SHALL BE REPLACED WITH NEW ITEMS IF DAMAGED/BROKEN/DISPLACED/ADVERSELY AFFECTED BY THE DEMOLITION OPERATIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER OR THE PROJECT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT EXISTING AIRFIELD INFRASTRUCTURE THROUGHOUT THE PROJECT DURATION.
4. PAVEMENT DEMOLITION ADJACENT TO THE PAVEMENTS TO REMAIN SHALL BE SAWCUT AT THE LIMIT OF DEMOLITION AND PROTECTED IN PLACE. IF ASPHALT IS TO BE REMOVED BY COLD MILLING, THE CONTRACTOR SHALL MILL 2" SHORT OF THE PROJECT MILLING LIMITS TO PROTECT EDGES OF PAVEMENT FOR THE FUTURE TIE INS. THE REMAINING 2" OF MILLINGS SHALL BE COMPLETED IMMEDIATELY PRIOR TO PAVING TO PRESERVE THE EDGE INTEGRITY OF THE ADJACENT ASPHALT, INCIDENTAL TO ITEM P-101 COLD MILLING.
5. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS, DIRT AND VEGETATION FROM EXISTING DRAINAGE STRUCTURES THAT ARE CONNECTED TO ANY PIPE DEMOLITION WITHIN THE PROJECT LIMITS.
6. CONTRACTOR SHALL STAKE OR IDENTIFY SELECT PORTIONS OF THE TAXIWAY THAT ARE TO BE MILLED PRIOR TO PAVEMENT REMOVAL.
7. CONTRACTOR SHALL STOCKPILE SALVAGED ITEMS IN A NEAT AND ORDERLY MANNER. SALVAGED ITEMS SHALL BE PROTECTED FROM WEATHER, AND OTHER POTENTIAL CAUSES OF DAMAGE THROUGHOUT THE COURSE OF THE PROJECT.
8. SEE ELECTRICAL EXISTING CONDITIONS AND DEMOLITION SHEETS E101-E106 FOR AIRFIELD ELECTRICAL DEMOLITION.

B4 KEYED NOTES, SHEET NOTES, AND LEGEND



A4 KEY PLAN

A1 CIVIL DEMOLITION PLAN

XREFS: x2328704_tb x2328704_BASEMAP x2328704_Demolition x2328704_Horizontal Alignments
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NEW SMYRNA BEACH

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

CIVIL DEMOLITION PLAN

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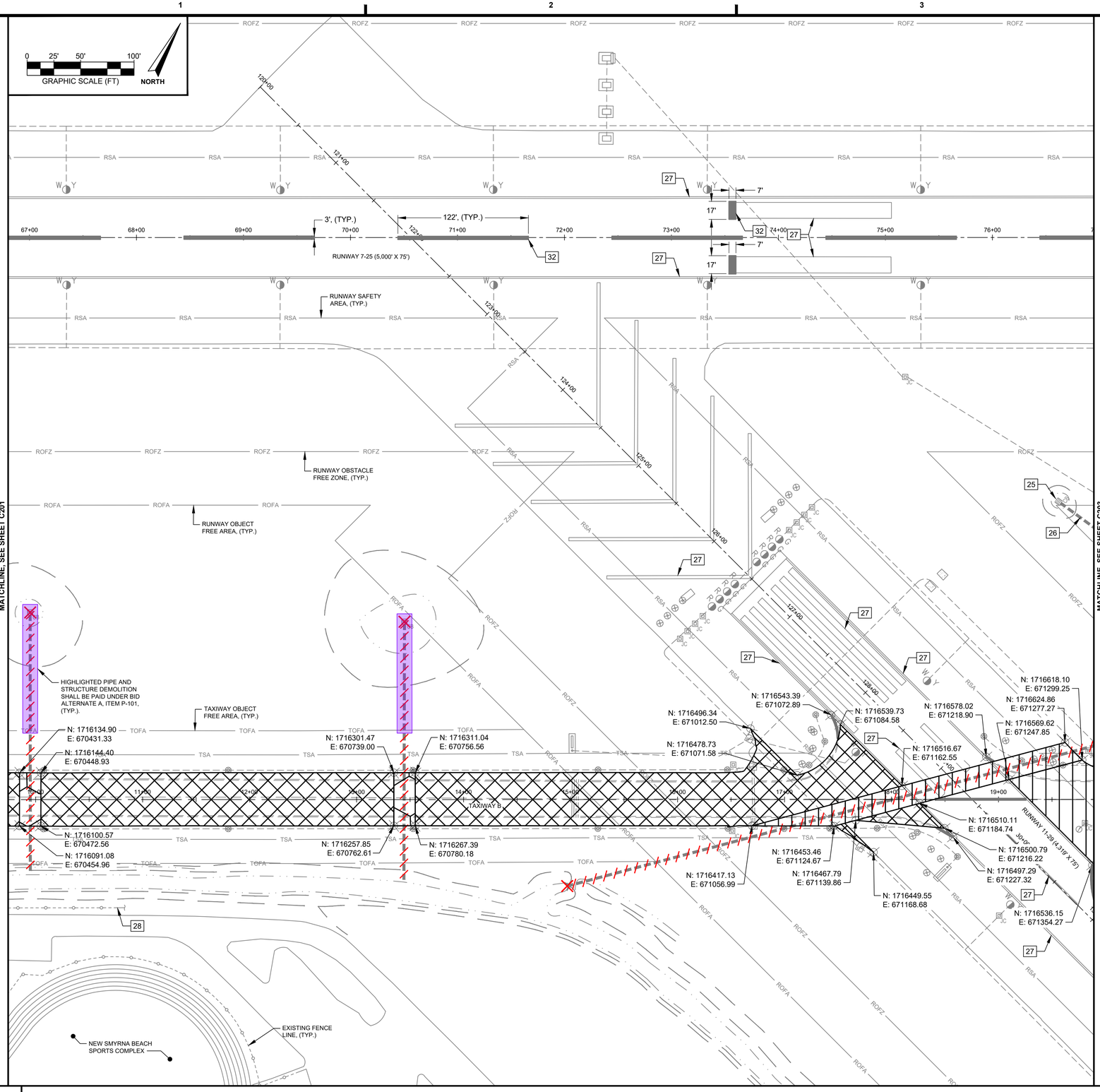
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C201

DRAWING
C201

BID DRAWINGS



MATCHLINE, SEE SHEET C201

MATCHLINE, SEE SHEET C203

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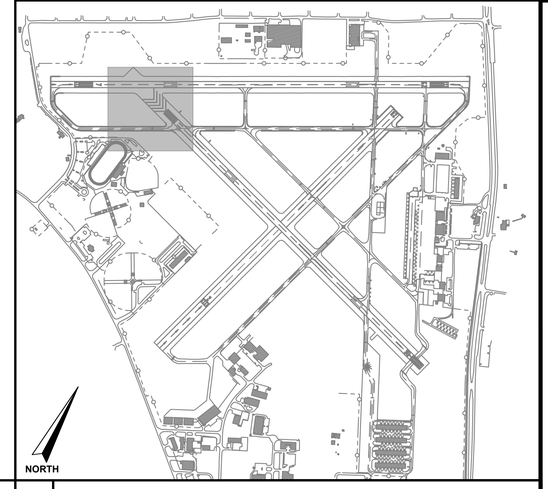
A1 CIVIL DEMOLITION PLAN

A4 KEY PLAN



25. EXISTING DRAINAGE STRUCTURE SHALL BE PROTECTED IN PLACE.
26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE.
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTEND DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
28. EXISTING FENCELINE SHALL BE PROTECTED IN PLACE.
32. EXISTING RUNWAY PAVEMENT MARKINGS SHALL BE OBLITERATED, (TYP.). ITEM P-101 OBLITERATE EXISTING SURFACE PAINT MARKINGS.

COLD MILLING EXISTING ASPHALT FULL DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE SCARIFIED AND REWORKED, INCIDENTAL TO ITEM P-152 UNCLASSIFIED EXCAVATION. EXISTING LIME ROCK BASE SHALL BE ADEQUATELY AND SUFFICIENTLY BLENDED INTO THE NEW LIME ROCK BASE COURSE.

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COLD MILLING EXISTING ASPHALT FULL-DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE REMOVED FULL DEPTH AND REPLACED WITH SUITABLE ON SITE CUT.

OBLITERATE EXISTING PAVEMENT MARKING, ITEM P-101.

EXISTING DRAINAGE STRUCTURE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE.

EXISTING DRAINAGE PIPE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE PIPE.

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6. CONTRACTOR SHALL STAKE OR IDENTIFY SELECT PORTIONS OF THE TAXIWAY THAT ARE TO BE MILLED PRIOR TO PAVEMENT REMOVAL.
7. CONTRACTOR SHALL STOCKPILE SALVAGED ITEMS IN A NEAT AND ORDERLY MANNER. SALVAGED ITEMS SHALL BE PROTECTED FROM WEATHER, AND OTHER POTENTIAL CAUSES OF DAMAGE THROUGHOUT THE COURSE OF THE PROJECT.
8. SEE ELECTRICAL EXISTING CONDITIONS AND DEMOLITION SHEETS E101-E106 FOR AIRFIELD ELECTRICAL DEMOLITION.

B4 KEYED NOTES, SHEET NOTES AND LEGEND

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CIVIL DEMOLITION PLAN

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APPROVED BY: DJN
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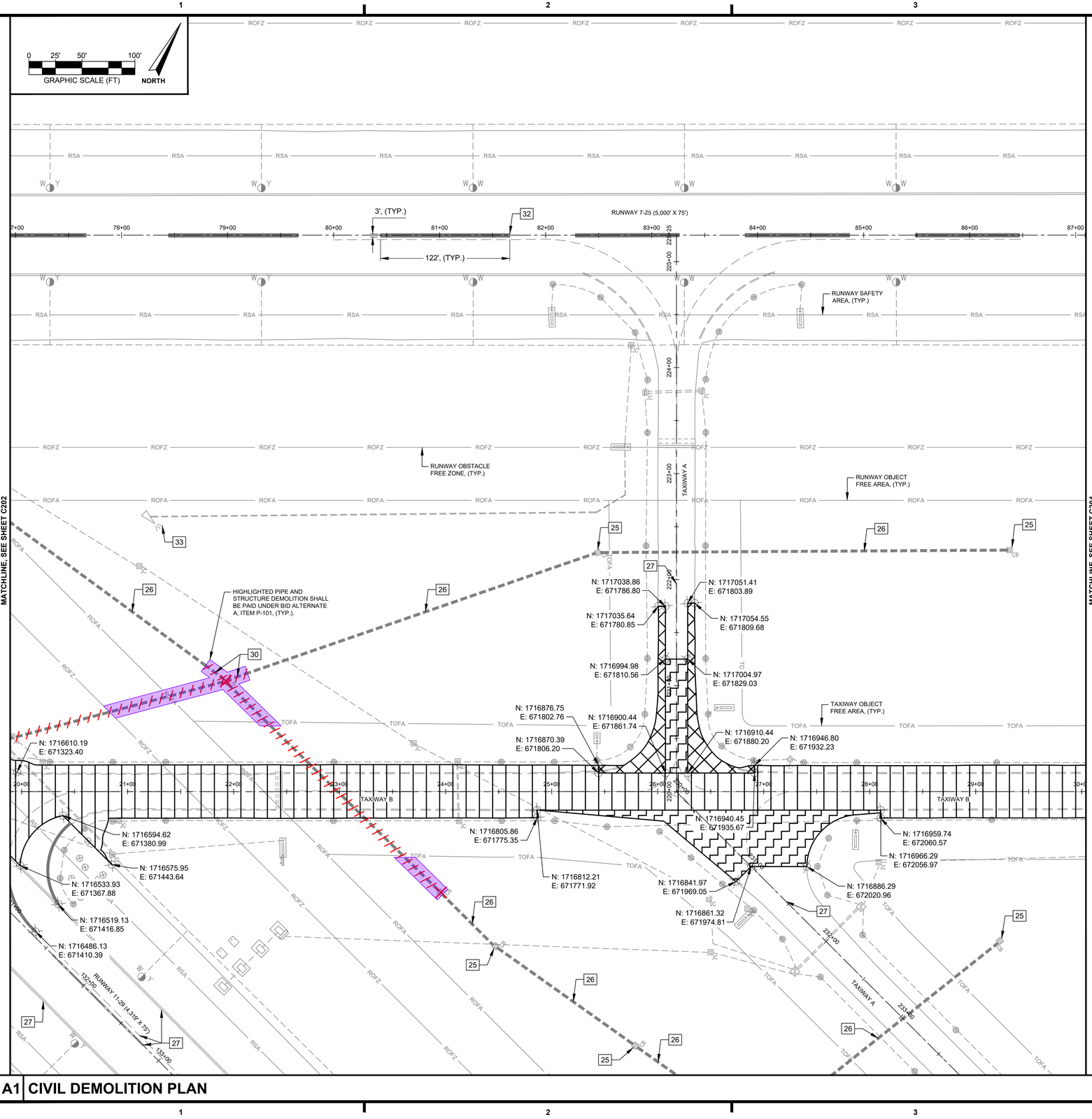
FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C202

DRAWING
C202

BID DRAWINGS



MATCHLINE, SEE SHEET C202

MATCHLINE, SEE SHEET C204

XREFS: x2328704_tb x2328704_Demolition x2328704_BASEMAP x2328704_Horizontal Alignments
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A1 CIVIL DEMOLITION PLAN

25. EXISTING DRAINAGE STRUCTURE SHALL BE PROTECTED IN PLACE.
26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE.
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTEND DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
30. DEMOLITION OF EXISTING DRAINAGE PIPE SHALL BE TO THE FIRST PIPE JOINT, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE. ANY DAMAGE TO THE EXISTING DRAINAGE PIPE PASSED THE DEMOLITION LIMIT SHALL BE REPLACED AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
32. EXISTING RUNWAY PAVEMENT MARKINGS SHALL BE OBLITERATED, (TYP.). ITEM P-101 OBLITERATE EXISTING SURFACE PAINT MARKINGS.
33. EXISTING SUPPLEMENTAL WINDCONE SHALL BE PROTECTED IN PLACE.

COLD MILLING EXISTING ASPHALT FULL DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE SCARIFIED AND REWORKED, INCIDENTAL TO ITEM P-152 UNCLASSIFIED EXCAVATION. EXISTING LIME ROCK BASE SHALL BE ADEQUATELY AND SUFFICIENTLY BLENDED INTO THE NEW LIME ROCK BASE COURSE.

COLD MILLING EXISTING ASPHALT FULL-DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE PROTECTED IN PLACE.

CONTRACTOR SHALL MILL EXISTING ASPHALT 0.25", ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, 0.25" NOMINAL DEPTH. CONTRACTOR SHALL PROTECT IN PLACE ASPHALT PAVEMENT.

OBLITERATE EXISTING PAVEMENT MARKING, ITEM P-101.

EXISTING DRAINAGE STRUCTURE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE.

EXISTING DRAINAGE PIPE TO BE REMOVED,ITEM P-101 REMOVAL OF EXISTING DRAINAGE PIPE.

SHEET NOTES:

1. THE CONTRACTOR SHALL BE PERMITTED TO TAKE POSSESSION OF ALL PROJECT MILLINGS, LESS 20 LOADS, WHICH SHALL BE DELIVERED TO THE CITY STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.

2. ALL EXISTING AIRFIELD EDGE LIGHTS, AIRFIELD GUIDANCE SIGNS, AIRFIELD ELECTRICAL HANDHOLES AND STRUCTURES, DRAINAGE STRUCTURES, AIRFIELD NAVIGATIONAL AIDS, AND AIRPORT INFRASTRUCTURE INSTALLATIONS NOT SPECIFICALLY CALLED OUT FOR DEMOLITION/REMOVAL SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.

3. EXISTING INFRASTRUCTURE TO REMAIN AND BE PROTECTED IN PLACE, SHALL BE REPLACED WITH NEW ITEMS IF DAMAGED/BROKEN/DISPLACED/ADVERSELY AFFECTED BY THE DEMOLITION OPERATIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER OR THE PROJECT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT EXISTING AIRFIELD INFRASTRUCTURE THROUGHOUT THE PROJECT DURATION.

4. PAVEMENT DEMOLITION ADJACENT TO THE PAVEMENTS TO REMAIN SHALL BE SAWCUT AT THE LIMIT OF DEMOLITION AND PROTECTED IN PLACE. IF ASPHALT IS TO BE REMOVED BY COLD MILLING, THE CONTRACTOR SHALL MILL 2" SHORT OF THE PROJECT MILLING LIMITS TO PROTECT EDGES OF PAVEMENT FOR THE FUTURE TIE INS. THE REMAINING 2" OF MILLINGS SHALL BE COMPLETED IMMEDIATELY PRIOR TO PAVING TO PRESERVE THE EDGE INTEGRITY OF THE ADJACENT ASPHALT, INCIDENTAL TO ITEM P-101 COLD MILLING.

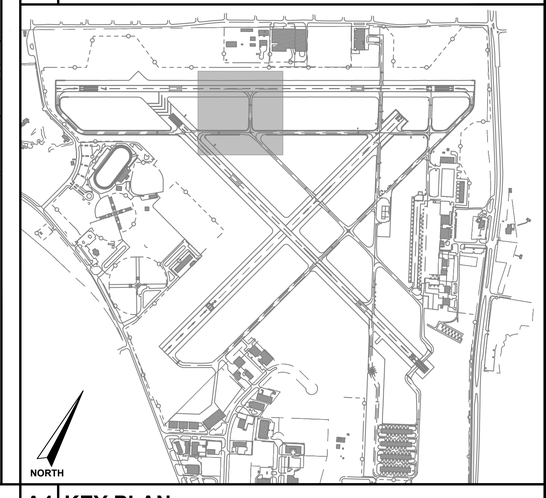
5. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS, DIRT AND VEGETATION FROM EXISTING DRAINAGE STRUCTURES THAT ARE CONNECTED TO ANY PIPE DEMOLITION WITHIN THE PROJECT LIMITS.

6. CONTRACTOR SHALL STAKE OR IDENTIFY SELECT PORTIONS OF THE TAXIWAY THAT ARE TO BE MILLED PRIOR TO PAVEMENT REMOVAL.

7. CONTRACTOR SHALL STOCKPILE SALVAGED ITEMS IN A NEAT AND ORDERLY MANNER. SALVAGED ITEMS SHALL BE PROTECTED FROM WEATHER, AND OTHER POTENTIAL CAUSES OF DAMAGE THROUGHOUT THE COURSE OF THE PROJECT.

8. SEE ELECTRICAL EXISTING CONDITIONS AND DEMOLITION SHEETS E101-E106 FOR AIRFIELD ELECTRICAL DEMOLITION.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

BID DRAWINGS

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ENGINEERS & PLANNERS
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PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CIVIL DEMOLITION PLAN

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APPROVED BY:	DJN
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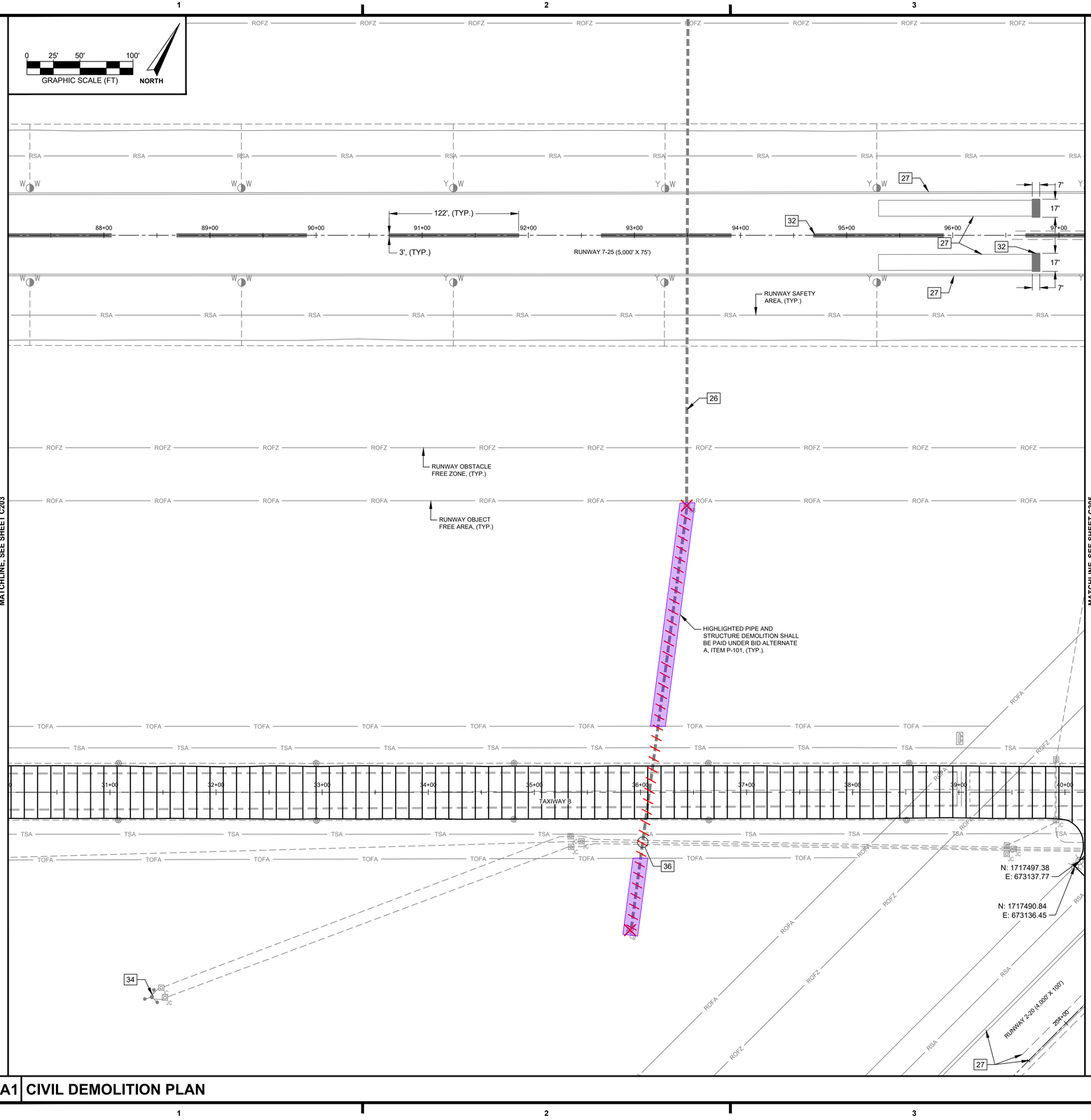
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C203

DRAWING
C203



MATCHLINE, SEE SHEET C203

MATCHLINE, SEE SHEET C205

XREFS: x2328704_tb x2328704_Demolition x2328704_BASEMAP x2328704_Horizontal Alignments
V:\2023\2023.287.04 – EVB – Twy B Reconstruction\2023.287.04 – CADD\2328704C204.dwg 5/13/2024 10:23 AM

A1 CIVIL DEMOLITION PLAN

26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE.
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTEND DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
32. EXISTING RUNWAY PAVEMENT MARKINGS SHALL BE OBLITERATED, (TYP.). ITEM P-101 OBLITERATE EXISTING SURFACE PAINT MARKINGS.
34. EXISTING AWOS SHALL BE PROTECTED IN PLACE.
36. UTILITY CONFLICT LOCATION, CONTRACTOR SHALL LOCATE EXISTING HOMERUN DUCT BANK CONDUIT PRIOR TO DEMOLITION OF DRAINAGE PIPE.

COLD MILLING EXISTING ASPHALT FULL DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE SCARIFIED AND REWORKED, INCIDENTAL TO ITEM P-152 UNCLASSIFIED EXCAVATION. EXISTING LIME ROCK BASE SHALL BE ADEQUATELY AND SUFFICIENTLY BLENDED INTO THE NEW LIME ROCK BASE COURSE.

EXISTING DRAINAGE STRUCTURE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE.

EXISTING DRAINAGE PIPE TO BE REMOVED,ITEM P-101 REMOVAL OF EXISTING DRAINAGE PIPE.

SHEET NOTES:

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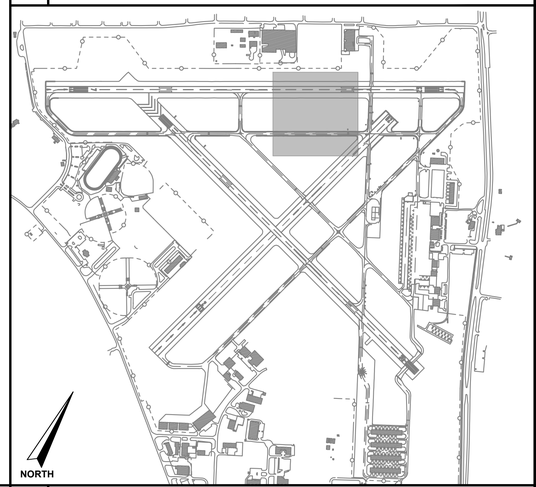
5. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS, DIRT AND VEGETATION FROM EXISTING DRAINAGE STRUCTURES THAT ARE CONNECTED TO ANY PIPE DEMOLITION WITHIN THE PROJECT LIMITS.
6. CONTRACTOR SHALL STAKE OR IDENTIFY SELECT PORTIONS OF THE TAXIWAY THAT ARE TO BE MILLED PRIOR TO PAVEMENT REMOVAL.
7. CONTRACTOR SHALL STOCKPILE SALVAGED ITEMS IN A NEAT AND ORDERLY MANNER. SALVAGED ITEMS SHALL BE PROTECTED FROM WEATHER, AND OTHER POTENTIAL CAUSES OF DAMAGE THROUGHOUT THE COURSE OF THE PROJECT.
8. SEE ELECTRICAL EXISTING CONDITIONS AND DEMOLITION SHEETS E101-E106 FOR AIRFIELD ELECTRICAL DEMOLITION.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

BID DRAWINGS

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PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CIVIL DEMOLITION PLAN

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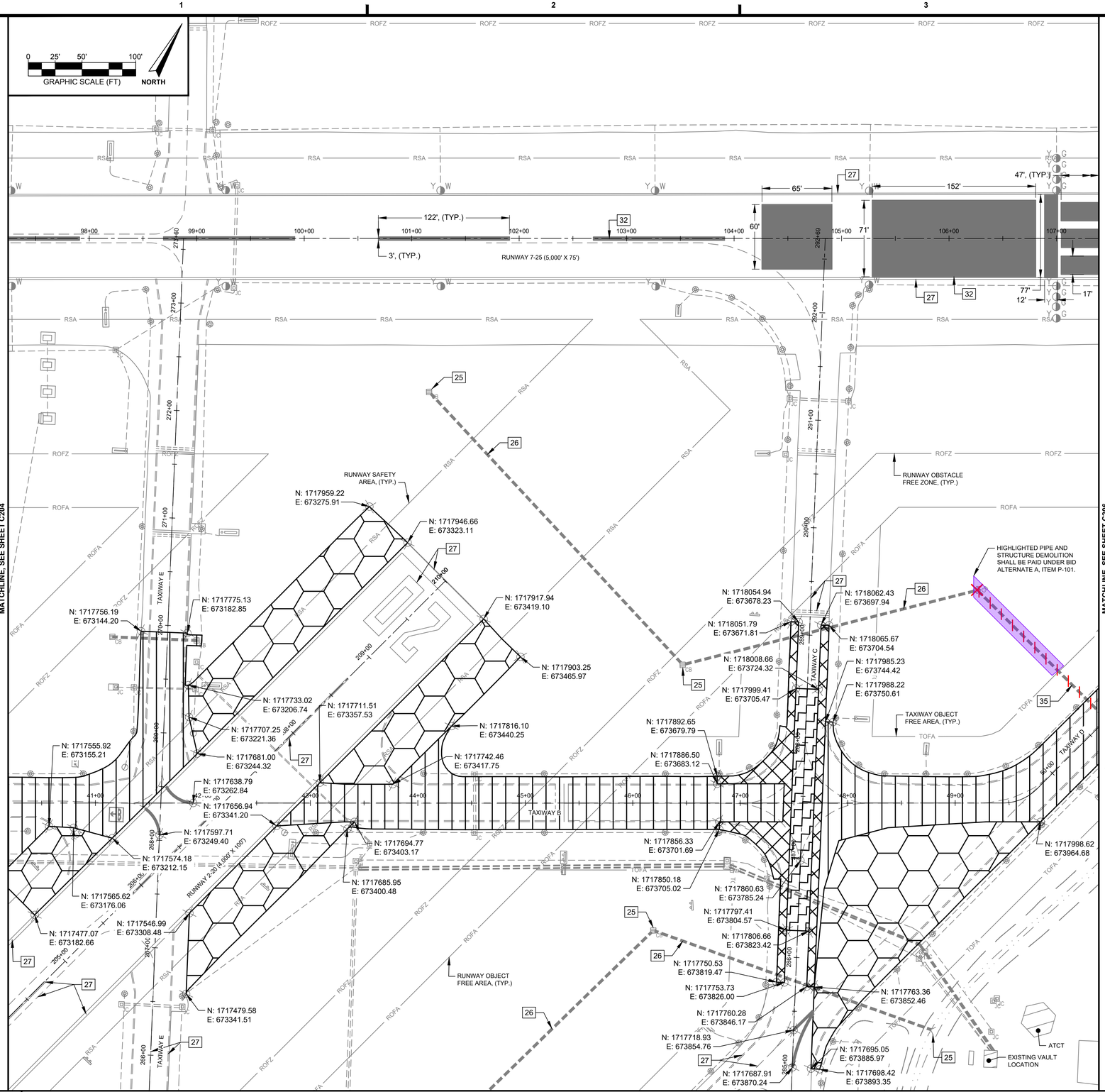
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C204

DRAWING
C204


0 25' 50' 100'
GRAPHIC SCALE (FT)
NORTH
ROFZ
ROFA
RSA
TOFA
RUNWAY 7-25 (5,000' X 75')
122', (TYP.)
3', (TYP.)
65'
152'
47', (TYP.)
60'
71'
77'
12'
17'
RUNWAY SAFETY AREA, (TYP.)
RUNWAY OBSTACLE FREE ZONE, (TYP.)
RUNWAY OBJECT FREE AREA, (TYP.)
TAXIWAY OBJECT FREE AREA, (TYP.)
HIGHLIGHTED PIPE AND STRUCTURE DEMOLITION SHALL BE PAID UNDER BID ALTERNATE A, ITEM P-101.
RUNWAY 2-20 (4,000' X 100')
TAXIWAY B
TAXIWAY C
TAXIWAY D
TAXIWAY E
ATCT
EXISTING VAULT LOCATION
N: 1717959.22
E: 673275.91
N: 1717946.66
E: 673323.11
N: 1717775.13
E: 673182.85
N: 1717756.19
E: 673144.20
N: 1717917.94
E: 673419.10
N: 1717903.25
E: 673465.97
N: 1717733.02
E: 673206.74
N: 1717711.51
E: 673357.53
N: 1717707.25
E: 673221.36
N: 1717816.10
E: 673440.25
N: 1717681.00
E: 673244.32
N: 1717742.46
E: 673417.75
N: 1717555.92
E: 673155.21
N: 1717638.79
E: 673262.84
N: 1717656.94
E: 673341.20
N: 1717597.71
E: 673249.40
N: 1717574.18
E: 673212.15
N: 1717565.62
E: 673176.06
N: 1717477.07
E: 673182.66
N: 1717546.99
E: 673308.48
N: 1717479.58
E: 673341.51
N: 1717694.77
E: 673403.17
N: 1717685.95
E: 673400.48
N: 1717856.33
E: 673701.69
N: 1717850.18
E: 673705.02
N: 1717892.65
E: 673679.79
N: 1717886.50
E: 673683.12
N: 1718054.94
E: 673678.23
N: 1718051.79
E: 673671.81
N: 1718062.43
E: 673697.94
N: 1718065.67
E: 673704.54
N: 1718008.66
E: 673724.32
N: 1717999.41
E: 673705.47
N: 1717985.23
E: 673744.42
N: 1717988.22
E: 673750.61
N: 1717998.62
E: 673964.68
N: 1717860.63
E: 673785.24
N: 1717797.41
E: 673804.57
N: 1717806.66
E: 673823.42
N: 1717750.53
E: 673819.47
N: 1717753.73
E: 673826.00
N: 1717763.36
E: 673852.46
N: 1717760.28
E: 673846.17
N: 1717718.93
E: 673854.76
N: 1717695.05
E: 673885.97
N: 1717687.91
E: 673870.24
N: 1717698.42
E: 673893.35
98+00
99+00
100+00
101+00
102+00
103+00
104+00
105+00
106+00
107+00
271+00
272+00
273+00
291+00
292+00
293+00
294+00
295+00
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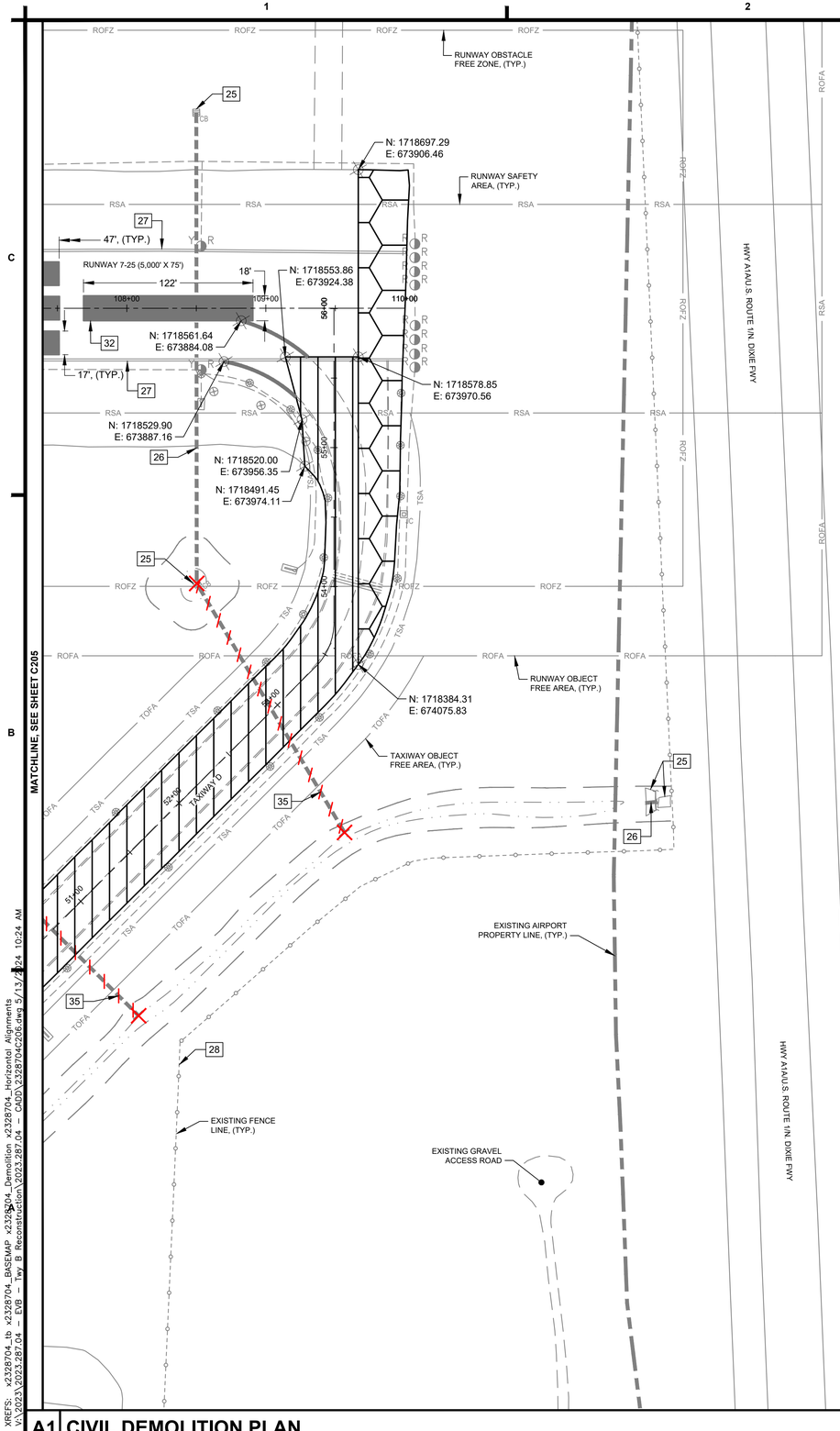

XREFS: x2328704_tb x2328704_BASEMAP x2328704_Demolition x2328704_Horizontal Alignments
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A1 CIVIL DEMOLITION PLAN

0 25' 50' 100'
GRAPHIC SCALE (FT)

NORTH

25. EXISTING DRAINAGE STRUCTURE SHALL BE PROTECTED IN PLACE.
26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE.
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTEND DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
28. EXISTING FENCELINE SHALL BE PROTECTED IN PLACE.
32. EXISTING RUNWAY PAVEMENT MARKINGS SHALL BE OBLITERATED, (TYP.). ITEM P-101 OBLITERATE EXISTING SURFACE PAINT MARKINGS.
35. CONTRACTOR SHALL EXPECT TO FIND COQUINA ROCK, ITEM P-152 ROCK EXCAVATION. CONTRACTOR SHALL EXCAVATE AND REMOVE COQUINA ROCK OFF-SITE.

COLD MILLING EXISTING ASPHALT FULL DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE SCARIFIED AND REWORKED, INCIDENTAL TO ITEM P-152 UNCLASSIFIED EXCAVATION. EXISTING LIME ROCK BASE SHALL BE ADEQUATELY AND SUFFICIENTLY BLENDED INTO THE NEW LIME ROCK BASE COURSE.

COLD MILLING EXISTING ASPHALT FULL-DEPTH, ITEM P-101 COLD MILLING EXISTING PAVEMENT, FULL DEPTH. BASE MATERIAL SHALL BE REMOVED FULL DEPTH AND REPLACED WITH SUITABLE ON SITE CUT.

OBLITERATE EXISTING PAVEMENT MARKING, ITEM P-101.

EXISTING DRAINAGE STRUCTURE TO BE REMOVED, ITEM P-101 REMOVAL OF EXISTING DRAINAGE STRUCTURE.

EXISTING DRAINAGE PIPE TO BE REMOVED,ITEM P-101 REMOVAL OF EXISTING DRAINAGE PIPE.

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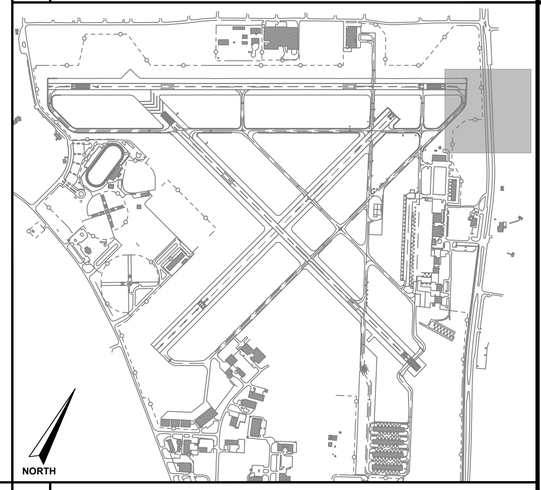
8. SEE ELECTRICAL EXISTING CONDITIONS AND DEMOLITION SHEETS E101-E106 FOR AIRFIELD ELECTRICAL DEMOLITION.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CIVIL DEMOLITION PLAN

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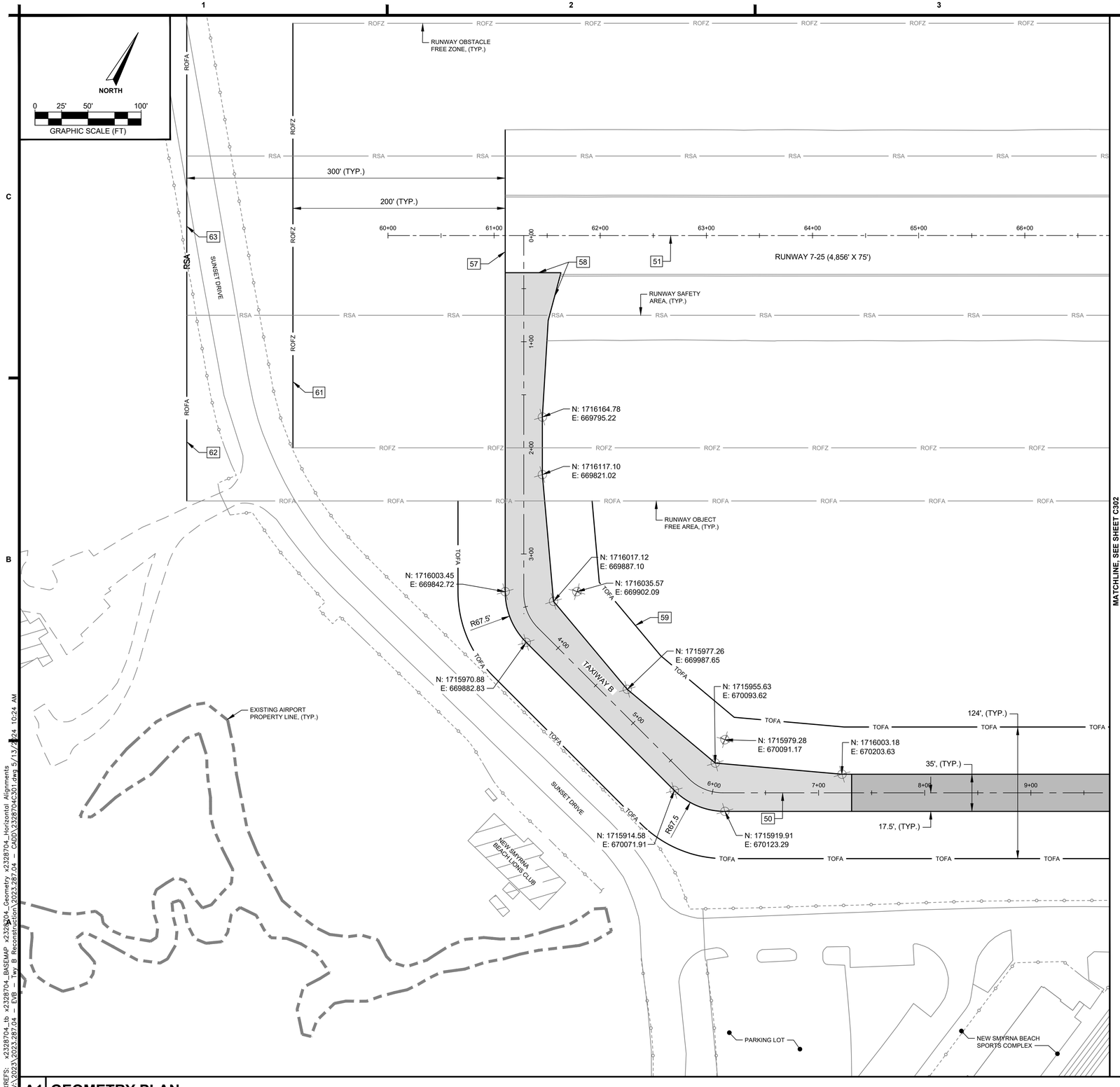
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C206

DRAWING C206

BID DRAWINGS



MATCHLINE, SEE SHEET C302

50. TAXIWAY B CENTERLINE ALIGNMENT. SEE DETAIL B1/C351 FOR MORE INFORMATION.
51. RUNWAY 7-25 CENTERLINE ALIGNMENT. SEE DETAIL B/C351 FOR MORE INFORMATION.
57. PROPOSED EDGE OF PAVEMENT, (TYP.)
58. LIMIT OF DEMOLITION SHOWN FOR REFERENCE. SEE DEMOLITION AND GRADING SERIES FOR MORE INFORMATION.
59. NEW TAXIWAY OBJECT FREE AREA, (TYP.)
61. NEW RUNWAY OBSTACLE FREE ZONE, (TYP.)
62. NEW RUNWAY OBJECT FREE AREA, (TYP.)
63. NEW RUNWAY SAFETY AREA, (TYP.)

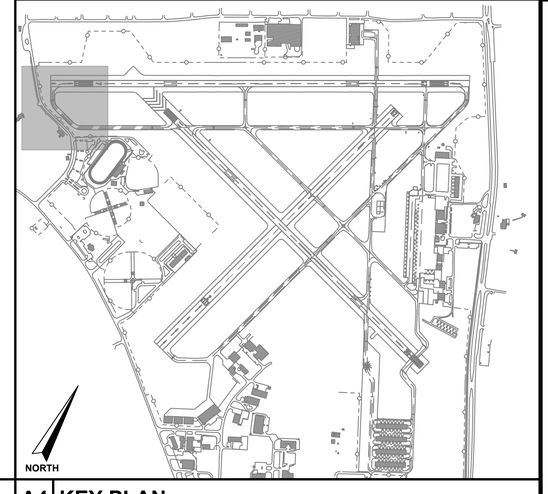
NEW RECONSTRUCTED TAXIWAY B PAVEMENT SECTION, ITEM P-401. SEE DETAIL C1/C454.

NEW MILL AND REPAVE ASPHALT PAVEMENT SECTION, ITEM P-401. SEE DETAIL C2/C454.

NOTES:

1. IF REQUESTED, AUTOCAD FILES MAY BE PROVIDED TO THE CONTRACTOR FOR ASSISTANCE WITH LAYOUT AND PROJECT STAKING, HOWEVER, THE AUTOCAD FILES SHALL BE USED FOR REFERENCE ONLY.
2. CONTRACTOR SHALL VERIFY EXISTING BENCHMARK INFORMATION PRIOR TO LAYOUT AND STAKING IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN DOCUMENTATION THAT SURVEY CONTROL WAS ESTABLISHED IN ACCORDANCE WITH THE PLANS AND DETAILS PRIOR TO LAYOUT AND STAKING OF PROPOSED WORK.
3. ANY MARKINGS OBSCURED BY CONSTRUCTION OPERATIONS OUTSIDE OF THE SCOPE OF WORK SHALL BE RESTORED BY THE CONTRACTOR. IF ANY EXISTING MARKINGS ARE DISTURBED OUTSIDE OF THE SCOPE OF WORK THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL MARKING COST.
4. IN REGARDS TO SECTION 401-6.1B LOT SIZE, A STANDARD LOT SHALL ALWAYS BE EQUAL TO ONE DAY'S PRODUCTION, REGARDLESS OF PLANNED OR ACTUAL TONNAGE UNLESS OTHERWISE COORDINATED AND APPROVED BY THE RPR OR ENGINEER OF RECORD.
5. THE CONTRACTOR AND CONTRACTOR'S QC LABORATORY SHALL CONTACT THE RPR OR THE ENGINEER 24 HOURS PRIOR TO THE START OF PAVING TO CONFIRM PLANNED TONNAGE FOR THE PAVING DAY AND THE PLANNED LOT/SUB-LOT SIZING.
6. UNDER NO CIRCUMSTANCES SHALL THE QC LABORATORY DETERMINE LOT/SUB-LOT SIZING WITHOUT APPROVAL FROM THE RPR OR ENGINEER.
7. IF A PAVING DAY IS CUT SHORT BY CIRCUMSTANCES OUT OF THE CONTROL OF THE CONTRACTOR (WEATHER, PLANT BREAKDOWN, ETC.), LOT SIZING MAY BE REDUCED AND/OR BE ROLLED FORWARD OR BACKWARD IN ACCORDANCE WITH THE SPECIFICATIONS. UNDER NO CIRCUMSTANCE SHALL A SINGLE LOT BE MADE UP OF MORE THAN TWO (2) DAY'S PAVING OPERATIONS.
8. STRAIGHT-EDGING SHALL NOT BE PERFORMED WHILE PAVING OPERATIONS ARE ON-GOING. STRAIGHT-EDGING SHALL BE PERFORMED AFTER ALL PAVING OPERATIONS HAVE COMPLETED FOR THE DAY.
9. SHOP VAC SHALL BE IN CONTINUOUS USE WHEN REMOVING ASPHALT SLURRY DURING PAVEMENT CORE TESTING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND OPERATE THE SHOP VAC.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 GEOMETRY PLAN

XREFS: x2328704_tb x2328704_BASEMAP x2328704_Geometry x2328704_Horizontal Alignments
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN

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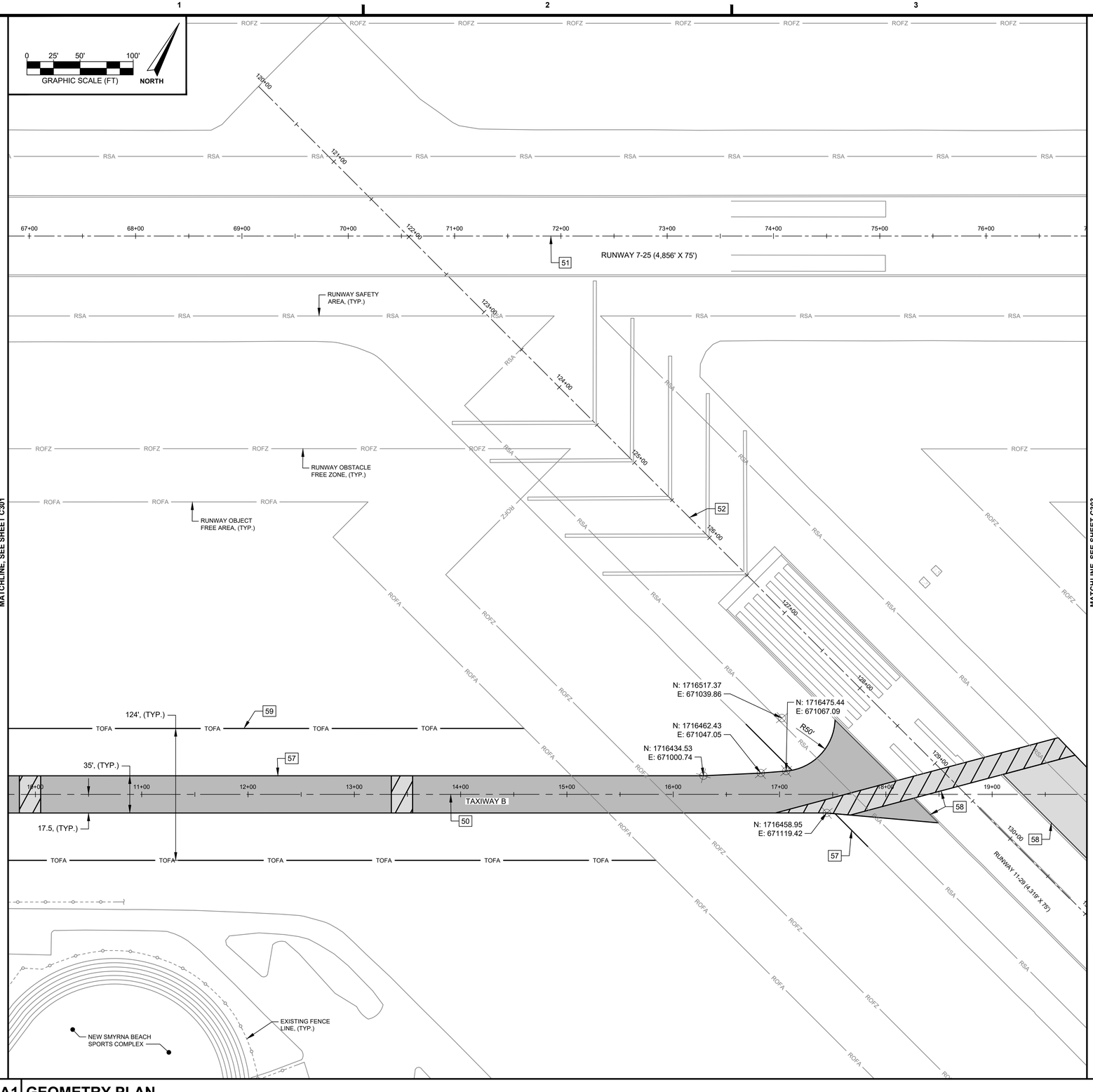
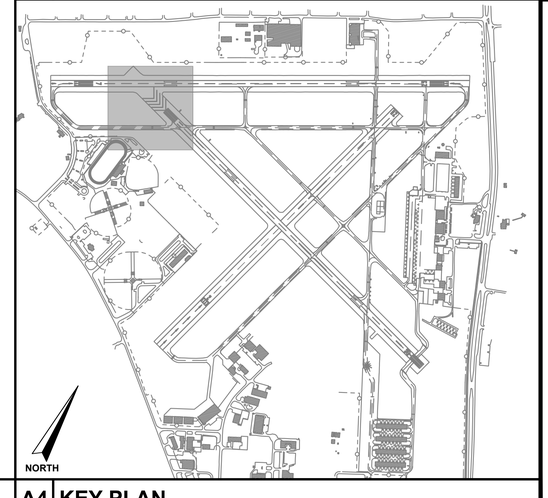
CADD:	2328704C301

DRAWING
C301



A1 GEOMETRY PLAN

A4 KEY PLAN



50. TAXIWAY B CENTERLINE ALIGNMENT. SEE DETAIL B1/C351 FOR MORE INFORMATION.
51. RUNWAY 7-25 CENTERLINE ALIGNMENT. SEE DETAIL B/C351 FOR MORE INFORMATION.
52. RUNWAY 11-29 CENTERLINE ALIGNMENT. SEE DETAIL B1/C351 FOR MORE INFORMATION.
57. PROPOSED EDGE OF PAVEMENT, (TYP.)
58. LIMIT OF DEMOLITION SHOWN FOR REFERENCE. SEE DEMOLITION AND GRADING SERIES FOR MORE INFORMATION.
59. NEW TAXIWAY OBJECT FREE AREA, (TYP.)

NEW MILL AND REPAVE ASPHALT PAVEMENT SECTION, ITEM P-401. SEE DETAIL C2/C454.

NEW RECONSTRUCTED ASPHALT PAVEMENT SECTION, ITEM P-401. SEE DETAIL C3/C454 AND A4/C454.

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B4 KEYED NOTES, SHEET NOTES AND LEGEND

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN

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FDOT FM NO. 453565-1-94-01
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AVCON PROJECT NO. 2023.287.04
CADD: 2328704C302

DRAWING
C302

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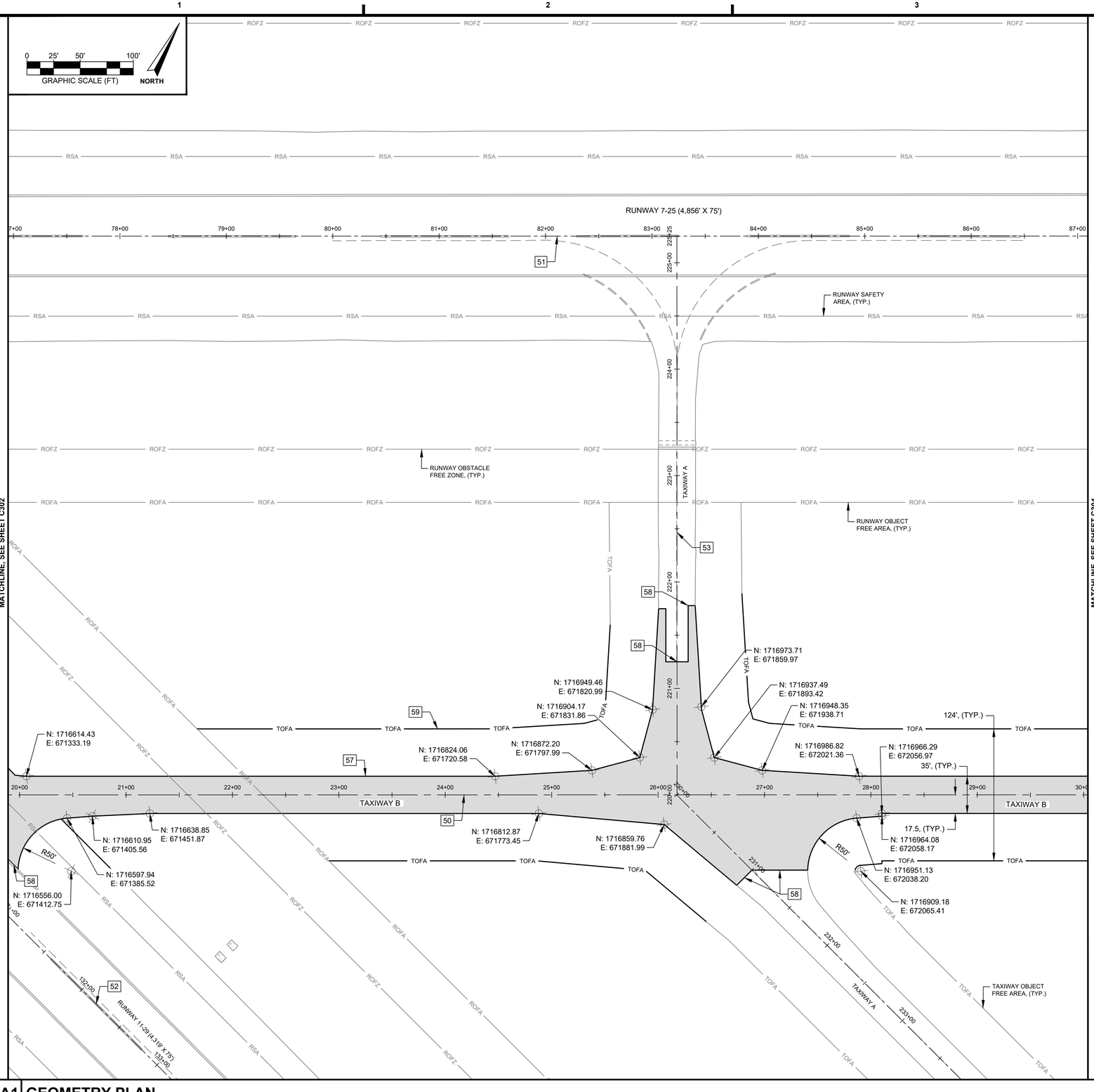

MATCHLINE, SEE SHEET C302

MATCHLINE, SEE SHEET C304

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A1 GEOMETRY PLAN

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NEW RECONSTRUCTED TAXIWAY B PAVEMENT SECTION, ITEM P-401. SEE DETAIL C1/C454.

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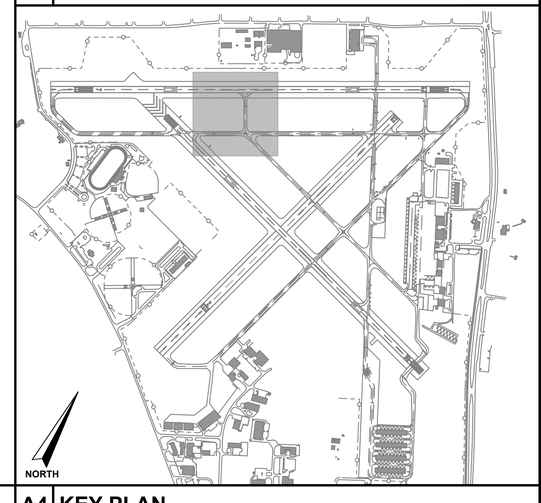
B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN

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CADD:	2328704C303

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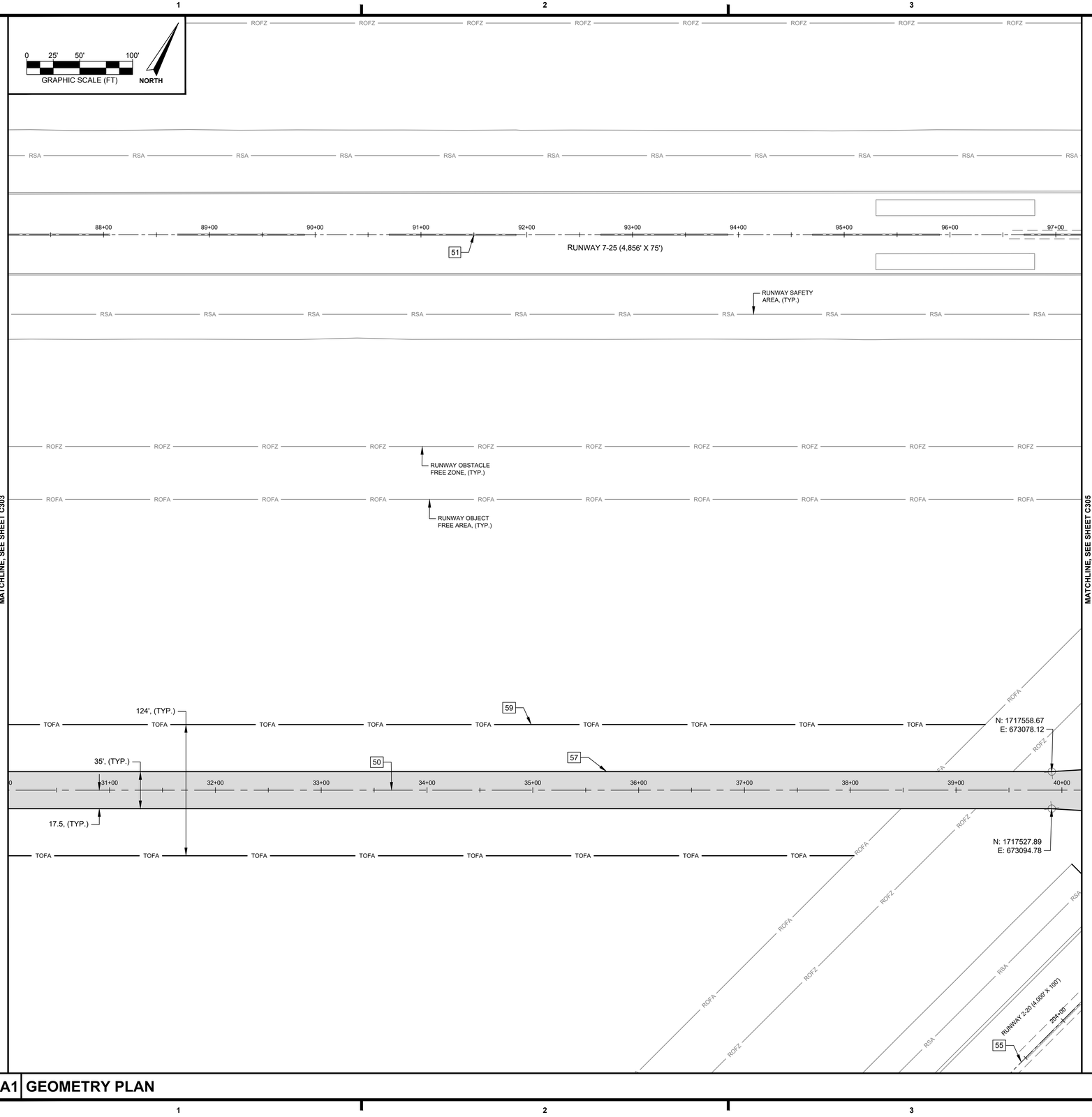

A1 GEOMETRY PLAN

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NEW RECONSTRUCTED TAXIWAY B PAVEMENT SECTION, ITEM P-401. SEE DETAIL C1/C454.

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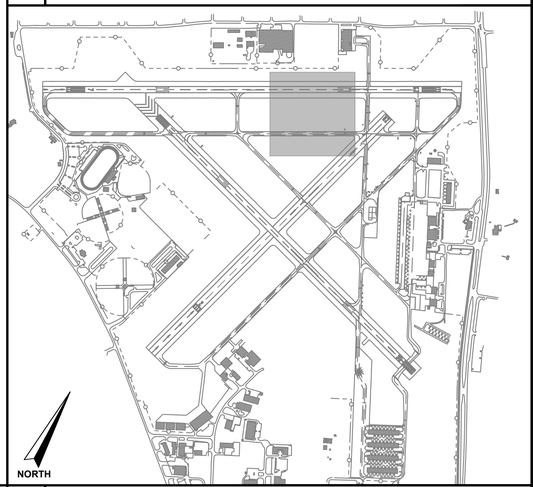

A4 KEY PLAN

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN

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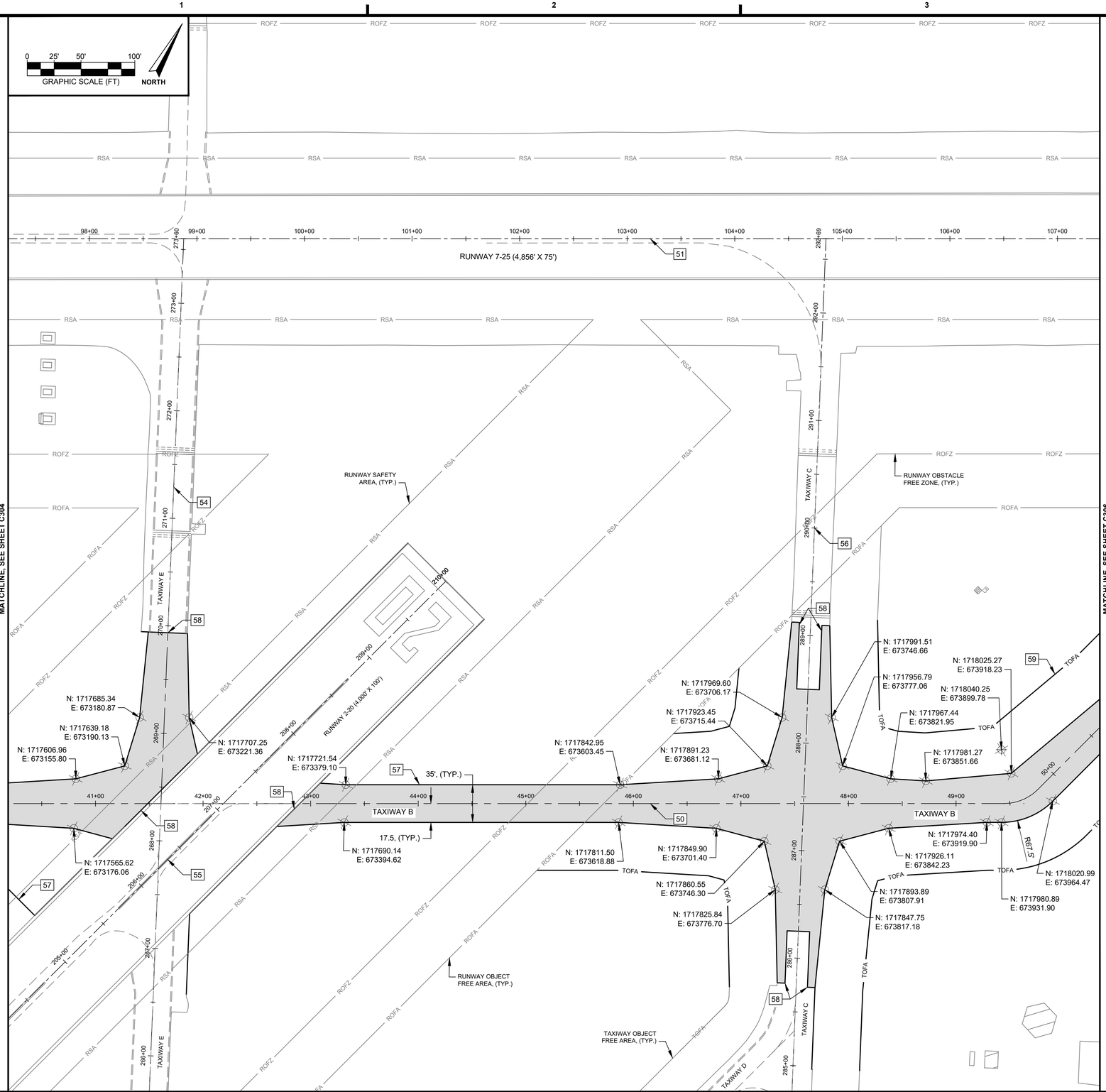

MATCHLINE, SEE SHEET C304

MATCHLINE, SEE SHEET C306

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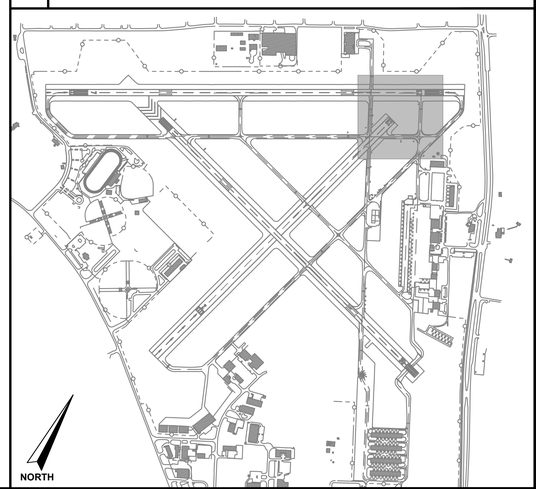

A1 GEOMETRY PLAN

A4 KEY PLAN

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BID DRAWINGS

DRAWING
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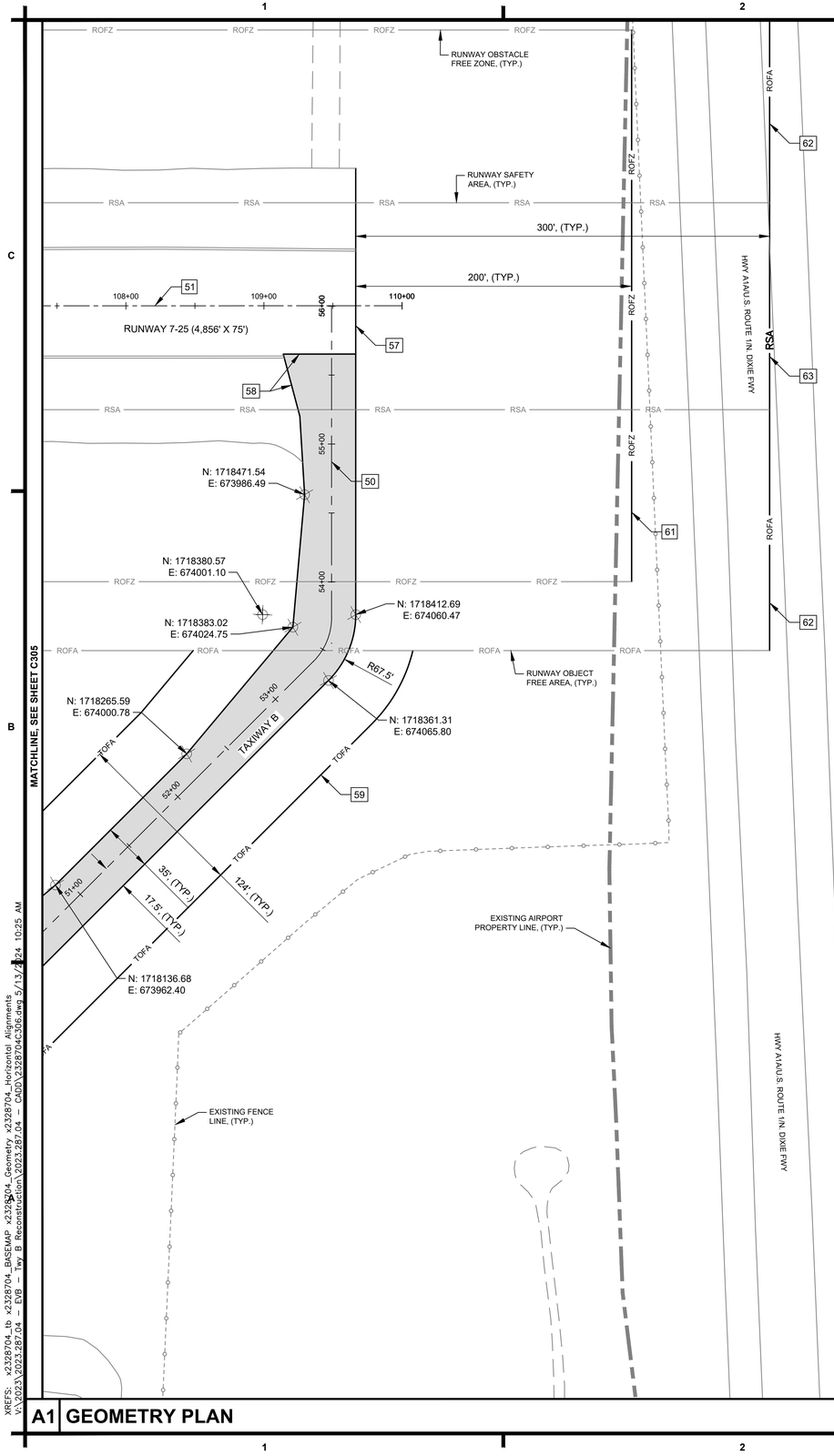
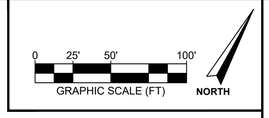




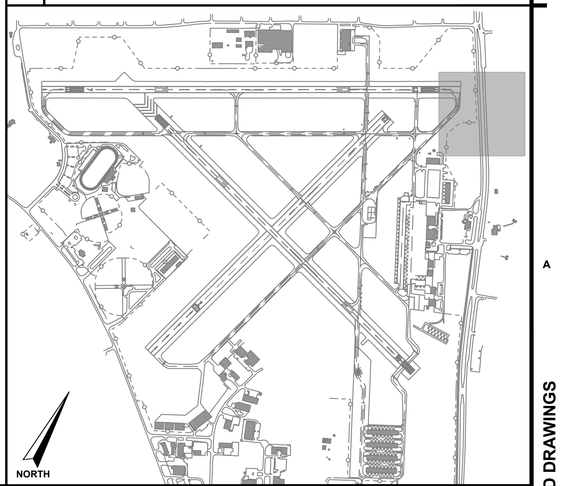
50. TAXIWAY B CENTERLINE ALIGNMENT. SEE DETAIL B1/C351 FOR MORE INFORMATION.
51. RUNWAY 7-25 CENTERLINE ALIGNMENT. SEE DETAIL B/C351 FOR MORE INFORMATION.
57. PROPOSED EDGE OF PAVEMENT, (TYP.)
58. LIMIT OF DEMOLITION SHOWN FOR REFERENCE. SEE DEMOLITION AND GRADING SERIES FOR MORE INFORMATION.
59. NEW TAXIWAY OBJECT FREE AREA, (TYP.)
61. NEW RUNWAY OBSTACLE FREE ZONE, (TYP.)
62. NEW RUNWAY OBJECT FREE AREA, (TYP.)
63. NEW RUNWAY SAFETY AREA, (TYP.)

NEW RECONSTRUCTED TAXIWAY B PAVEMENT SECTION, ITEM P-401. SEE DETAIL C1/C454.

NOTES:

1. IF REQUESTED, AUTOCAD FILES MAY BE PROVIDED TO THE CONTRACTOR FOR ASSISTANCE WITH LAYOUT AND PROJECT STAKING, HOWEVER, THE AUTOCAD FILES SHALL BE USED FOR REFERENCE ONLY.
2. CONTRACTOR SHALL VERIFY EXISTING BENCHMARK INFORMATION PRIOR TO LAYOUT AND STAKING IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN DOCUMENTATION THAT SURVEY CONTROL WAS ESTABLISHED IN ACCORDANCE WITH THE PLANS AND DETAILS PRIOR TO LAYOUT AND STAKING OF PROPOSED WORK.
3. ANY MARKINGS OBSCURED BY CONSTRUCTION OPERATIONS OUTSIDE OF THE SCOPE OF WORK SHALL BE RESTORED BY THE CONTRACTOR. IF ANY EXISTING MARKINGS ARE DISTURBED OUTSIDE OF THE SCOPE OF WORK THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL MARKING COST.
4. IN REGARDS TO SECTION 401-6.1B LOT SIZE, A STANDARD LOT SHALL ALWAYS BE EQUAL TO ONE DAY'S PRODUCTION, REGARDLESS OF PLANNED OR ACTUAL TONNAGE UNLESS OTHERWISE COORDINATED AND APPROVED BY THE RPR OR ENGINEER OF RECORD.
5. THE CONTRACTOR AND CONTRACTOR'S QC LABORATORY SHALL CONTACT THE RPR OR THE ENGINEER 24 HOURS PRIOR TO THE START OF PAVING TO CONFIRM PLANNED TONNAGE FOR THE PAVING DAY AND THE PLANNED LOT/SUB-LOT SIZING.
6. UNDER NO CIRCUMSTANCES SHALL THE QC LABORATORY DETERMINE LOT/SUB-LOT SIZING WITHOUT APPROVAL FROM THE RPR OR ENGINEER.
7. IF A PAVING DAY IS CUT SHORT BY CIRCUMSTANCES OUT OF THE CONTROL OF THE CONTRACTOR (WEATHER, PLANT BREAKDOWN, ETC.), LOT SIZING MAY BE REDUCED AND/OR BE ROLLED FORWARD OR BACKWARD IN ACCORDANCE WITH THE SPECIFICATIONS. UNDER NO CIRCUMSTANCE SHALL A SINGLE LOT BE MADE UP OF MORE THAN TWO (2) DAY'S PAVING OPERATIONS.
8. STRAIGHT-EDGING SHALL NOT BE PERFORMED WHILE PAVING OPERATIONS ARE ON-GOING. STRAIGHT-EDGING SHALL BE PERFORMED AFTER ALL PAVING OPERATIONS HAVE COMPLETED FOR THE DAY.
9. SHOP VAC SHALL BE IN CONTINUOUS USE WHEN REMOVING ASPHALT SLURRY DURING PAVEMENT CORE TESTING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND OPERATE THE SHOP VAC.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 GEOMETRY PLAN

NEW SMYRNA BEACH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C306

BID DRAWINGS

DRAWING
C306

XREFS: x2328704_tb x2328704_BASEMAP x2328704_Geometry x2328704_Horizontal Alignments
V:\2023\2023.287.04 - EVB - Twy_B Reconstruction\2023.287.04 - CADD\2328704C306.dwg 5/13/2024 10:25 AM

TAXIWAY B ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	0+00.00	1,716,306.845	669,698.443
PC	3+37.57	1,716,009.955	669,859.101
RADIUS	45.00'		
DELTA	45° 00' 00" (LT)		
PI	-	1,715,993.562	669,867.972
PT	3+72.91	1,715,988.243	669,885.836
PC	5+74.34	1,715,930.764	670,078.885
RADIUS	45.00'		
DELTA	45° 00' 00" (LT)		
PI	-	1,715,925.444	670,096.750
PT	6+09.68	1,715,934.315	670,113.143
PC	49+44.31	1,717,997.266	673,925.396
RADIUS	45.00'		
DELTA	45° 00' 00" (LT)		
PI	-	1,718,006.137	673,941.790
PT	49+79.66	1,718,024.002	673,947.109
PC	53+38.88	1,718,368.285	674,049.617
RADIUS	45.00'		
DELTA	45° 00' 00" (LT)		
PI	-	1,718,386.149	674,054.936
PT	53+74.22	1,718,402.542	674,046.065
END	56+00.21	1,718,601.301	673,938.509
RUNWAY 7-25 ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	60+00.00	1,716,245.952	669,585.916
END	110+00.17	1,718,625.646	673,983.498
RUNWAY 11-29 ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	120+00.00	1,716,805.418	670,324.314
END	169+97.24	1,715,378.573	675,113.521

TAXIWAY A CONNECTOR ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	220+00.00	1,716,890.050	671,879.304
END	225+25.00	1,717,351.732	671,629.355
TAXIWAY A ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	230+00.00	1,716,889.87	671,878.98
END	259+11.99	1,716,058.362	674,669.727
TAXIWAY E ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	260+00	1,716,874.848	673,603.584
END	273+60.11	1,718,096.235	673,005.167
TAXIWAY C (NORTH) ALIGNMENT			
	STATION	NORTHING	EASTING
BEGINNING	280+00.00	1,717,244.220	674,095.663
PC	280+56.70	1,717,295.108	674,070.652
RADIUS	200.00'		
DELTA	02° 22' 04" (LT)		
PI	-	1,717,298.817	674,068.829
PT	280+64.97	1,717,302.448	674,066.854
PC	282+26.70	1,717,444.527	673,989.576
RADIUS	200.00'		
DELTA	02° 24' 38" (RT)		
PI	-	1,717,448.223	673,987.565
PT	282+35.12	1,717,452.001	673,985.712
END	292+69.20	1,718,380.384	673,530.263

B1 ALIGNMENT DATA TABLE

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AVCON, INC.
ENGINEERS & PLANNERS
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GEOMETRY PLAN DETAILS

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DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C351

DRAWING
C351

BID DRAWINGS

XREFS: x2328704_tb
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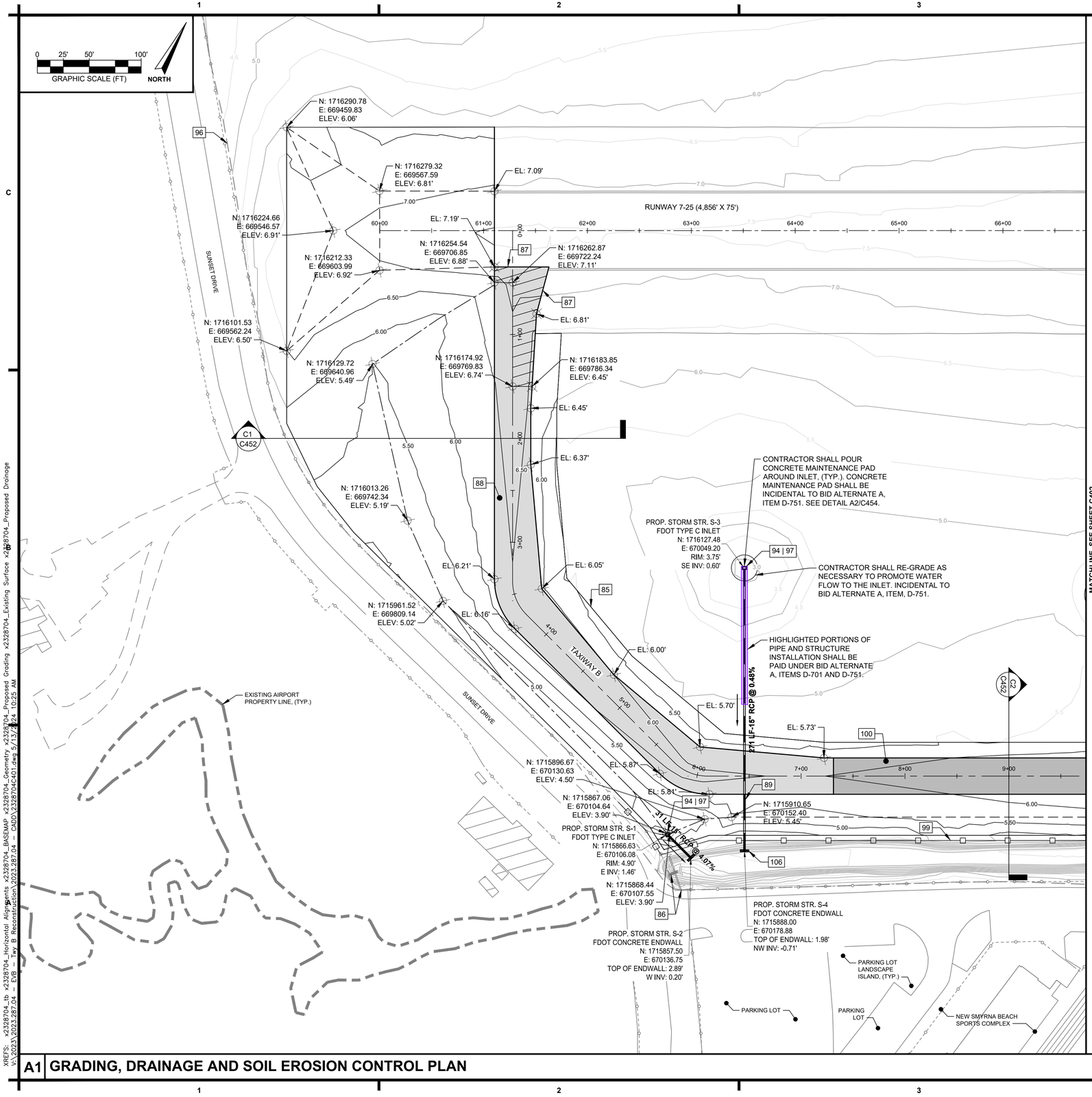


MATCHLINE, SEE SHEET C402

85. LIMIT OF PROPOSED GRADING, TIE INTO EXISTING GRADE. (TYP.)
86. EXISTING DRAINAGE STRUCTURE TO BE PROTECTED IN PLACE DURING GRADING OPERATIONS.
87. TIE INTO EXISTING ASPHALT AT EXISTING GRADE. SEE KEYING DETAIL B1/C454.
88. NEW TAXIWAY B PAVEMENT SECTION, SEE DETAIL C1/C454 FOR TYPICAL PAVEMENT SECTION.
89. NEW 15" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
94. STORM DRAIN INLET PROTECTION, SEE DETAIL B2/C454.
96. LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
97. NEW FDOT TYPE C INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-052 FOR MORE INFORMATION.
99. INSTALL SILT FENCE, ITEM C-102. SEE DETAIL A1/C454.
100. MILL AND REPAVE TAXIWAY B PAVEMENT SECTION, SEE DETAIL C2/C454 FOR TYPICAL PAVEMENT SECTION.
106. NEW FDOT STRAIGHT CONCRETE ENDWALL, ITEM D-751, (TYP.). SEE FDOT FY 2023-24 STANDARD PLANS INDEX 430-030 FOR MORE INFORMATION.

TRANSITIONAL GRADING AREAS. SEE SPOT ELEVATIONS, CONTOURS, BREAKLINES AND ADDITIONAL INFORMATION ON THE PLANS FOR SPECIFIC TRANSVERSE AND LONGITUDINAL GRADES WITHIN THESE AREAS. IF REQUESTED IN WRITING BY THE CONTRACTOR, 3D SURFACE FILES MAY BE PROVIDED FOR LAYOUT PURPOSES, HOWEVER THE APPROVED PLANS SHALL GOVERN OVER ELECTRONIC FILES.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

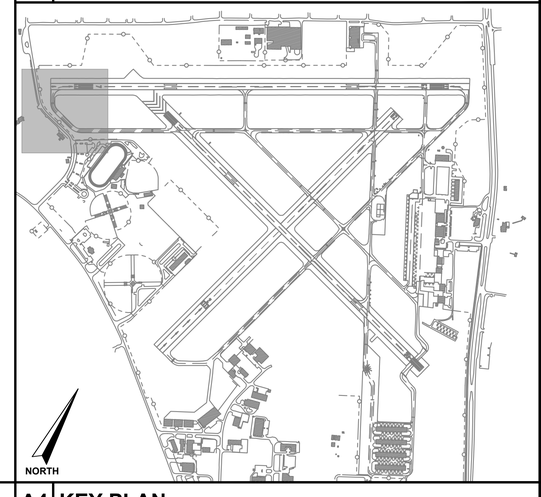
SWALE CENTERLINE, (TYP.)

GRADING BREAKLINE, (TYP.)

GRADING AND RESTORATION NOTES:

1. PRIOR TO DISTURBANCE OF EXISTING GRADE, THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC SURVEY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FINISHED GRADE SURFACE FREE OF LOCALIZED PONDING OR DEPRESSIONAL AREAS. THE ENGINEER MAY ORDER SELECTIVE GRADING IN AREAS WHERE EXISTING GRADES DIFFER FROM THOSE SHOWN IN THE TOPOGRAPHIC SURVEY, IN ORDER TO PROVIDE A CONSISTENT, WELL DRAINED SURFACE. THESE AREAS OF SELECTIVE GRADING SHALL BE INCIDENTAL TO ITEM P-152, UNCLASSIFIED EXCAVATION.
3. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS THAT ARE IMPACTED, DISTURBED, EXCAVATED, OR FILLED SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. FOR PROPOSED WORK ITEMS (ELECTRICAL, DRAINAGE, ETC.) OUTSIDE OF THE GRADING LIMITS SHOWN, RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
5. UNLESS OTHERWISE NOTED, STATED OR DRAWN, THE 15' FEET DIRECTLY ADJACENT TO PAVED AREAS SHALL SLOPE DOWN AT 5%. SEE GRADING PLANS, SPOT ELEVATIONS, AND TYPICAL SECTIONS FOR MORE INFORMATION.
6. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
7. ALL GRADING AREAS OR AREAS OUTSIDE OF GRADING LIMITS THAT HAVE BEEN DISTURBED DUE TO CONSTRUCTION OPERATIONS SHALL BE RESTORED WITH SOD, IN ACCORDANCE WITH ITEM T-904. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE RESTORATION AREA.
9. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER. AREAS OF DEAD SOD SHALL BE IDENTIFIED AND DETERMINED BY THE ENGINEER.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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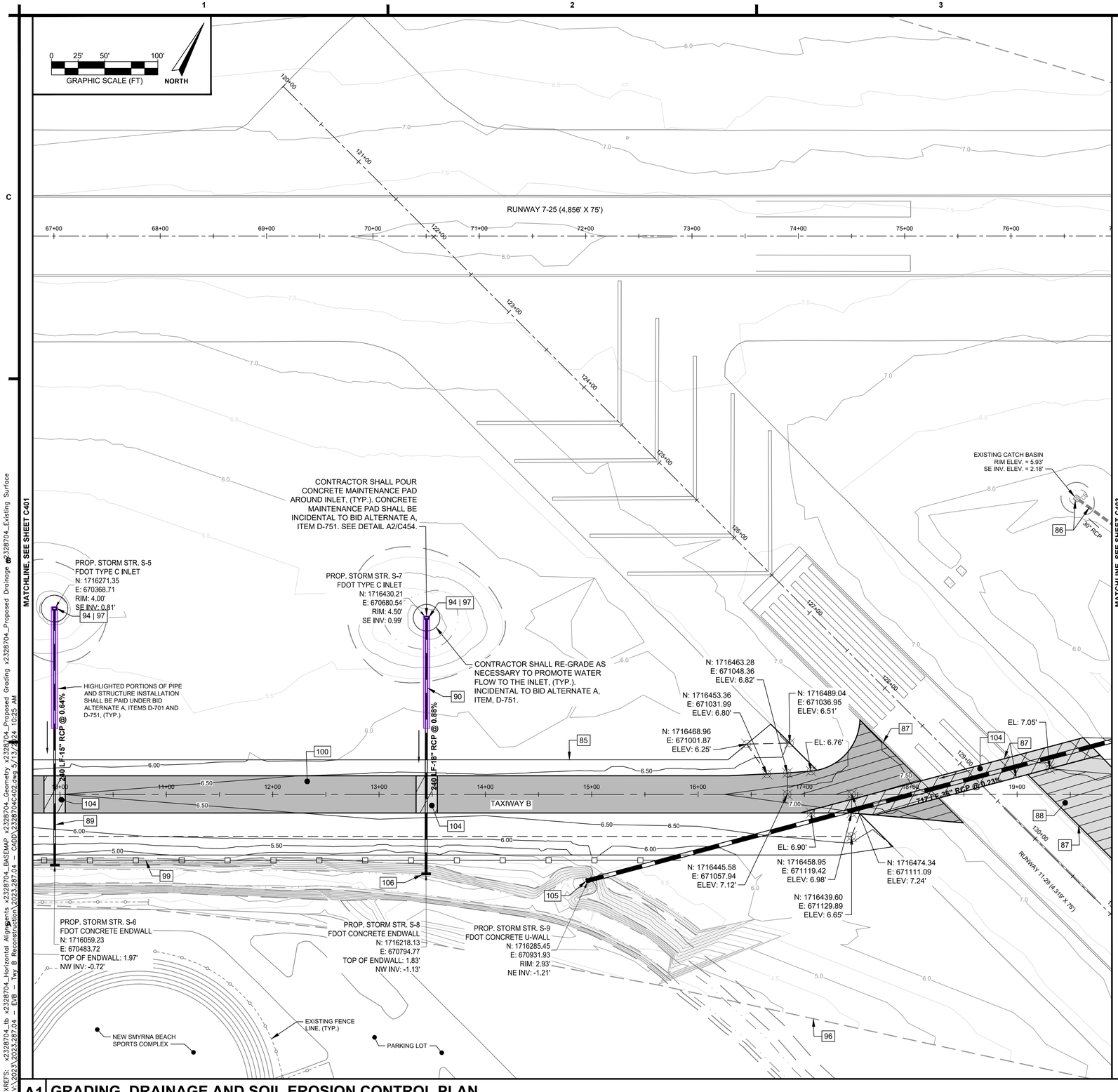
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C401

DRAWING
C401

BID DRAWINGS



A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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90. NEW 18" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
92. NEW 36" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
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97. NEW FDOT TYPE C INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-052 FOR MORE INFORMATION.
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100. MILL AND REPAVE TAXIWAY B PAVEMENT SECTION, SEE DETAIL C2/C454 FOR TYPICAL PAVEMENT SECTION.
104. NEW RECONSTRUCTED ASPHALT PAVEMENT SECTION, SEE DETAIL C3/C454 AND A4/C454 FOR TYPICAL PAVEMENT SECTION.
105. NEW FDOT CONCRETE U-WALL, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 430-040 FOR MORE INFORMATION.
106. NEW FDOT STRAIGHT CONCRETE ENDWALL, ITEM D-751, (TYP.). SEE FDOT FY 2023-24 STANDARD PLANS INDEX 430-030 FOR MORE INFORMATION.

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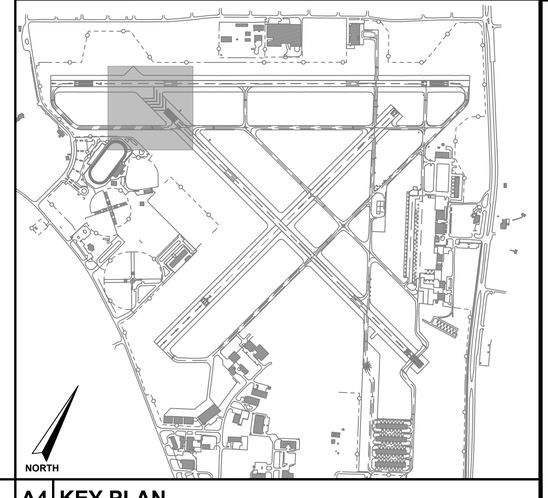

A4 KEY PLAN

AVCON, INC.
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C402

BID DRAWINGS

DRAWING
C402

XREFS: x2328704_tb x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Geometry x2328704_Proposed Grading x2328704_Proposed Drainage x2328704_Existing Surface
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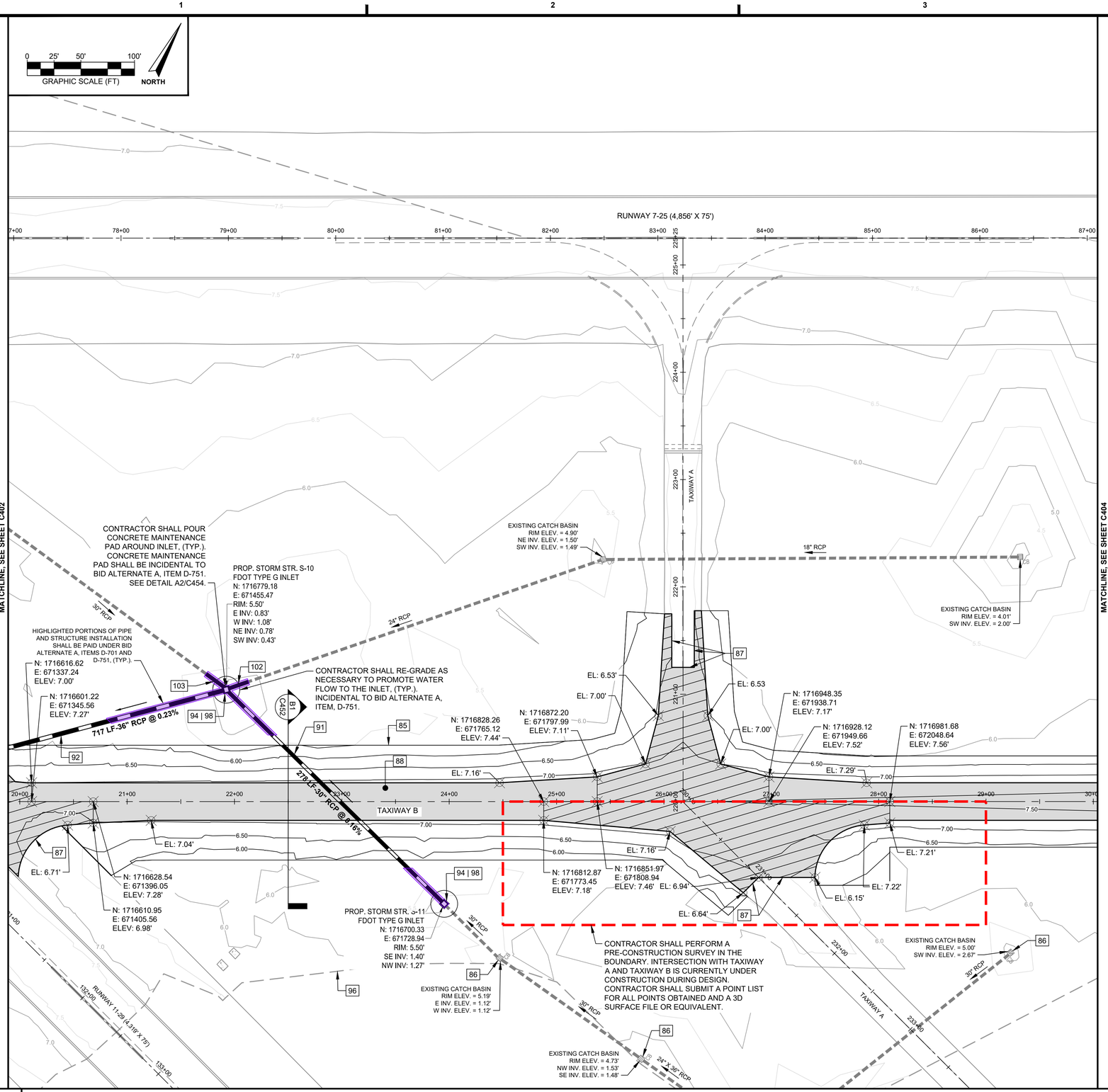

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88. NEW TAXIWAY B PAVEMENT SECTION, SEE DETAIL C1/C454 FOR TYPICAL PAVEMENT SECTION.
91. NEW 30" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
92. NEW 36" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
94. STORM DRAIN INLET PROTECTION, SEE DETAIL B2/C454.
96. LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
98. NEW FDOT TYPE G INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-053 FOR MORE INFORMATION.
102. CONTRACTOR SHALL INSTALL ONE SECTION OF REPLACEMENT 24" RCP AND TIE INTO NEW OR MODIFIED STRUCTURE, INCIDENTAL TO ITEM D-701.
103. CONTRACTOR SHALL INSTALL ONE SECTION OF REPLACEMENT 30" RCP AND TIE INTO NEW OR MODIFIED STRUCTURE, INCIDENTAL TO ITEM D-701.

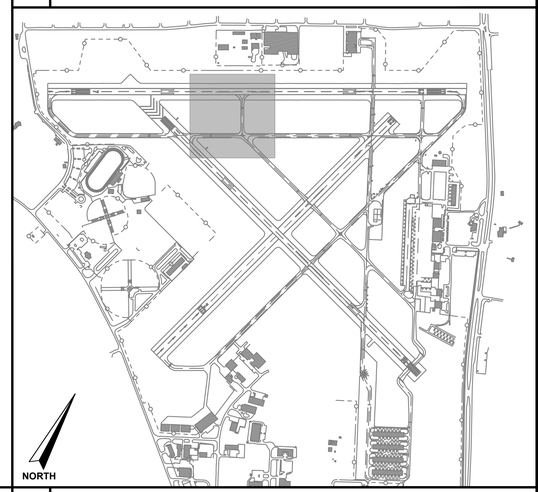
TRANSITIONAL GRADING AREAS. SEE SPOT ELEVATIONS, CONTOURS, BREAKLINES AND ADDITIONAL INFORMATION ON THE PLANS FOR SPECIFIC TRANSVERSE AND LONGITUDINAL GRADES WITHIN THESE AREAS. IF REQUESTED IN WRITING BY THE CONTRACTOR, 3D SURFACE FILES MAY BE PROVIDED FOR LAYOUT PURPOSES, HOWEVER THE APPROVED PLANS SHALL GOVERN OVER ELECTRONIC FILES.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

GRADING AND RESTORATION NOTES:

1. PRIOR TO DISTURBANCE OF EXISTING GRADE, THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC SURVEY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FINISHED GRADE SURFACE FREE OF LOCALIZED PONDING OR DEPRESSIONAL AREAS. THE ENGINEER MAY ORDER SELECTIVE GRADING IN AREAS WHERE EXISTING GRADES DIFFER FROM THOSE SHOWN IN THE TOPOGRAPHIC SURVEY, IN ORDER TO PROVIDE A CONSISTENT, WELL DRAINED SURFACE. THESE AREAS OF SELECTIVE GRADING SHALL BE INCIDENTAL TO ITEM P-152, UNCLASSIFIED EXCAVATION.
3. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS THAT ARE IMPACTED, DISTURBED, EXCAVATED, OR FILLED SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. FOR PROPOSED WORK ITEMS (ELECTRICAL, DRAINAGE, ETC.) OUTSIDE OF THE GRADING LIMITS SHOWN, RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
5. UNLESS OTHERWISE NOTED, STATED OR DRAWN, THE 15' FEET DIRECTLY ADJACENT TO PAVED AREAS SHALL SLOPE DOWN AT 5%. SEE GRADING PLANS, SPOT ELEVATIONS, AND TYPICAL SECTIONS FOR MORE INFORMATION.
6. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
7. ALL GRADING AREAS OR AREAS OUTSIDE OF GRADING LIMITS THAT HAVE BEEN DISTURBED DUE TO CONSTRUCTION OPERATIONS SHALL BE RESTORED WITH SOD, IN ACCORDANCE WITH ITEM T-904. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE RESTORATION AREA.
9. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER. AREAS OF DEAD SOD SHALL BE IDENTIFIED AND DETERMINED BY THE ENGINEER.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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CHECKED BY:	DJN
APPROVED BY:	DJN
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FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C403

DRAWING
C403

BID DRAWINGS

XREFS: x2328704_tb x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Geometry x2328704_Proposed Grading x2328704_Proposed Drainage x2328704_Existing Surface
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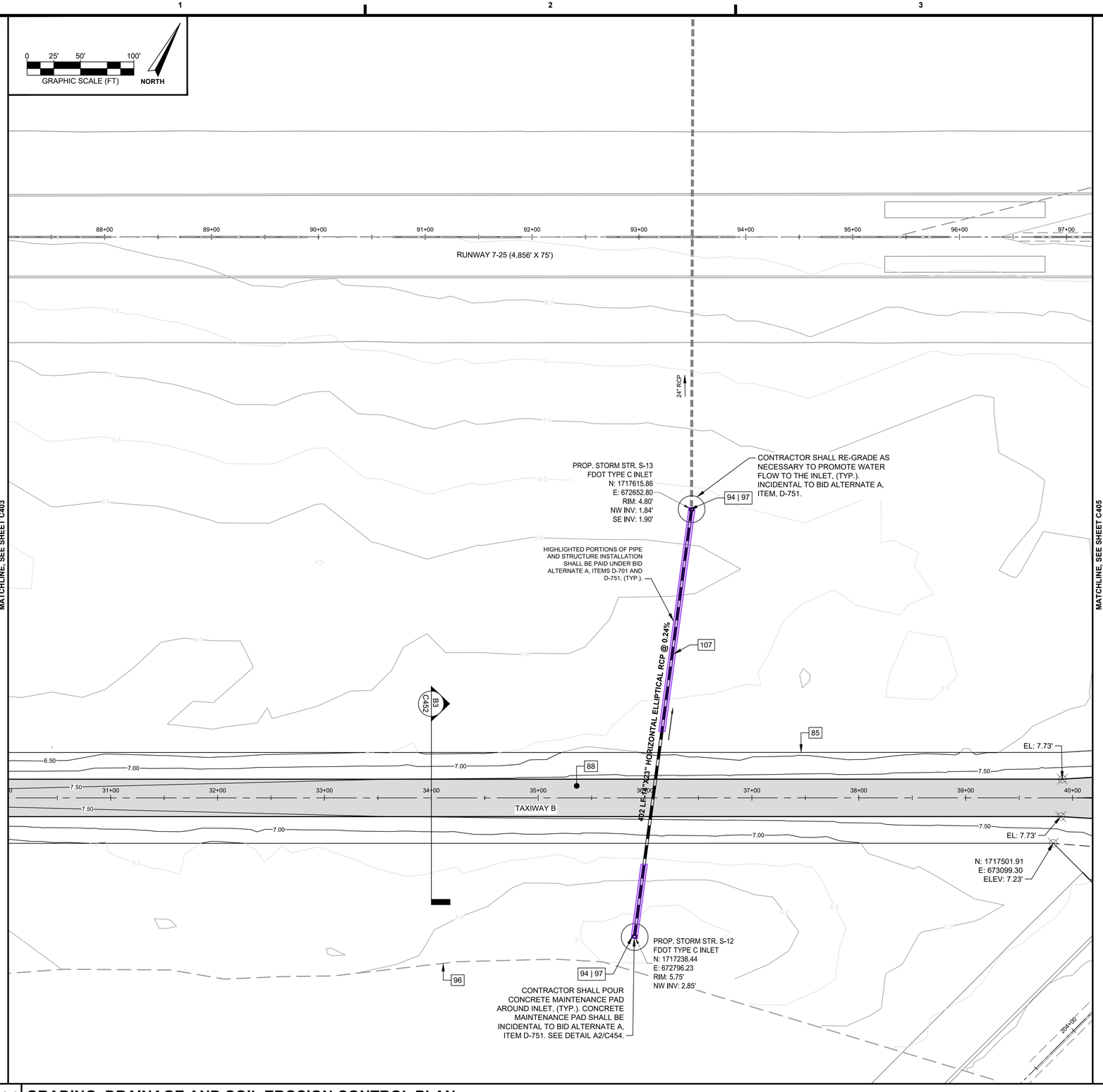

85. LIMIT OF PROPOSED GRADING, TIE INTO EXISTING GRADE. (TYP.)
88. NEW TAXIWAY B PAVEMENT SECTION, SEE DETAIL C1/C454 FOR TYPICAL PAVEMENT SECTION.
94. STORM DRAIN INLET PROTECTION, SEE DETAIL B2/C454.
96. LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
97. NEW FDOT TYPE C INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-052 FOR MORE INFORMATION.
107. NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

GRADING BREAKLINE, (TYP.)

GRADING AND RESTORATION NOTES:

1. PRIOR TO DISTURBANCE OF EXISTING GRADE, THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC SURVEY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FINISHED GRADE SURFACE FREE OF LOCALIZED PONDING OR DEPRESSIONAL AREAS. THE ENGINEER MAY ORDER SELECTIVE GRADING IN AREAS WHERE EXISTING GRADES DIFFER FROM THOSE SHOWN IN THE TOPOGRAPHIC SURVEY, IN ORDER TO PROVIDE A CONSISTENT, WELL DRAINED SURFACE. THESE AREAS OF SELECTIVE GRADING SHALL BE INCIDENTAL TO ITEM P-152, UNCLASSIFIED EXCAVATION.
3. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS THAT ARE IMPACTED, DISTURBED, EXCAVATED, OR FILLED SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. FOR PROPOSED WORK ITEMS (ELECTRICAL, DRAINAGE, ETC.) OUTSIDE OF THE GRADING LIMITS SHOWN, RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
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6. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
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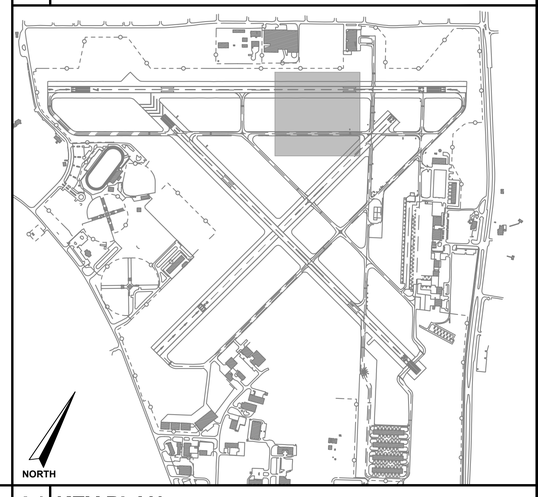
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE RESTORATION AREA.
9. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER. AREAS OF DEAD SOD SHALL BE IDENTIFIED AND DETERMINED BY THE ENGINEER.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

A4 KEY PLAN

XREFS: x2328704_tb x2328704_Geometry x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Proposed Grading x2328704_Existing Surface x2328704_Proposed Drainage
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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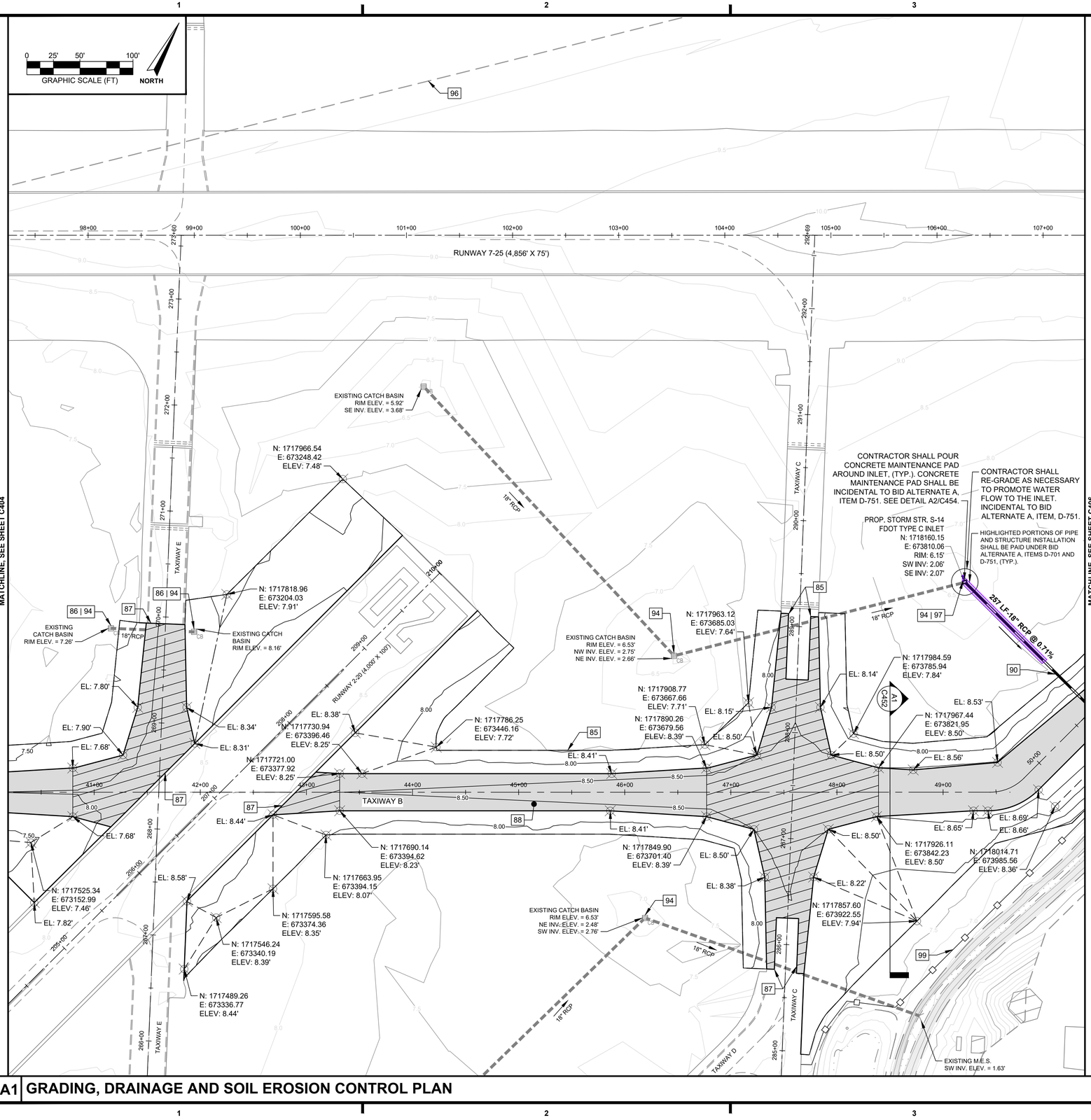
DRAWING
C404



MATCHLINE, SEE SHEET C404

MATCHLINE, SEE SHEET C406

85. LIMIT OF PROPOSED GRADING, TIE INTO EXISTING GRADE. (TYP.)
86. EXISTING DRAINAGE STRUCTURE TO BE PROTECTED IN PLACE DURING GRADING OPERATIONS.
87. TIE INTO EXISTING ASPHALT AT EXISTING GRADE. SEE KEYING DETAIL B1/C454.
88. NEW TAXIWAY B PAVEMENT SECTION, SEE DETAIL C1/C454 FOR TYPICAL PAVEMENT SECTION.
90. NEW 18" REINFORCED CONCRETE PIPE, CLASS III, ITEM D-701. REFER TO THE LATEST EDITION OF THE FDOT STANDARDS.
94. STORM DRAIN INLET PROTECTION, SEE DETAIL B2/C454.
96. LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
97. NEW FDOT TYPE C INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-052 FOR MORE INFORMATION.
99. INSTALL SILT FENCE, ITEM C-102. SEE DETAIL A1/C454.

TRANSITIONAL GRADING AREAS. SEE SPOT ELEVATIONS, CONTOURS, BREAKLINES AND ADDITIONAL INFORMATION ON THE PLANS FOR SPECIFIC TRANSVERSE AND LONGITUDINAL GRADES WITHIN THESE AREAS. IF REQUESTED IN WRITING BY THE CONTRACTOR, 3D SURFACE FILES MAY BE PROVIDED FOR LAYOUT PURPOSES, HOWEVER THE APPROVED PLANS SHALL GOVERN OVER ELECTRONIC FILES.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

SWALE CENTERLINE, (TYP.)

GRADING BREAKLINE, (TYP.)

GRADING AND RESTORATION NOTES:

1. PRIOR TO DISTURBANCE OF EXISTING GRADE, THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC SURVEY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FINISHED GRADE SURFACE FREE OF LOCALIZED PONDING OR DEPRESSIONAL AREAS. THE ENGINEER MAY ORDER SELECTIVE GRADING IN AREAS WHERE EXISTING GRADES DIFFER FROM THOSE SHOWN IN THE TOPOGRAPHIC SURVEY, IN ORDER TO PROVIDE A CONSISTENT, WELL DRAINED SURFACE. THESE AREAS OF SELECTIVE GRADING SHALL BE INCIDENTAL TO ITEM P-152, UNCLASSIFIED EXCAVATION.
3. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS THAT ARE IMPACTED, DISTURBED, EXCAVATED, OR FILLED SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
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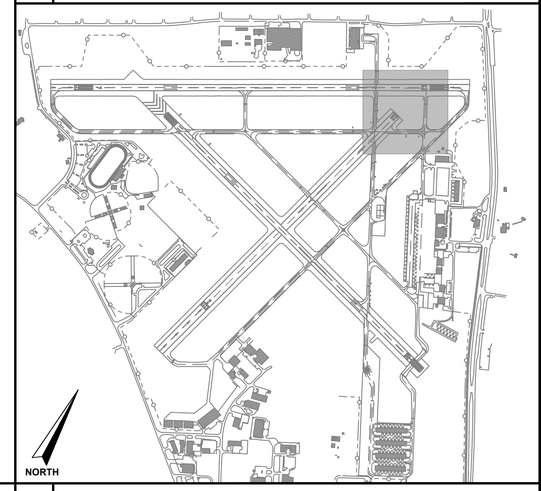
5. UNLESS NOTED, STATED OR DRAWN, THE 15' FEET DIRECTLY ADJACENT TO PAVED AREAS SHALL SLOPE DOWN AT 5%. SEE GRADING PLANS, SPOT ELEVATIONS, AND TYPICAL SECTIONS FOR MORE INFORMATION.
6. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
7. ALL GRADING AREAS OR AREAS OUTSIDE OF GRADING LIMITS THAT HAVE BEEN DISTURBED DUE TO CONSTRUCTION OPERATIONS SHALL BE RESTORED WITH SOD, IN ACCORDANCE WITH ITEM T-904. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE RESTORATION AREA.
9. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER. AREAS OF DEAD SOD SHALL BE IDENTIFIED AND DETERMINED BY THE ENGINEER.

B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

NEW SMYRNA BEACH

AVCON

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C405

BID DRAWINGS

DRAWING
C405

XREFS: x2328704_tb x2328704_Horizontal Alignments x2328704_BASEMAP x2328704_Geometry x2328704_Proposed Grading x2328704_Proposed Drainage x2328704_Proposed Striping x2328704_Existing Surface – Trimmed
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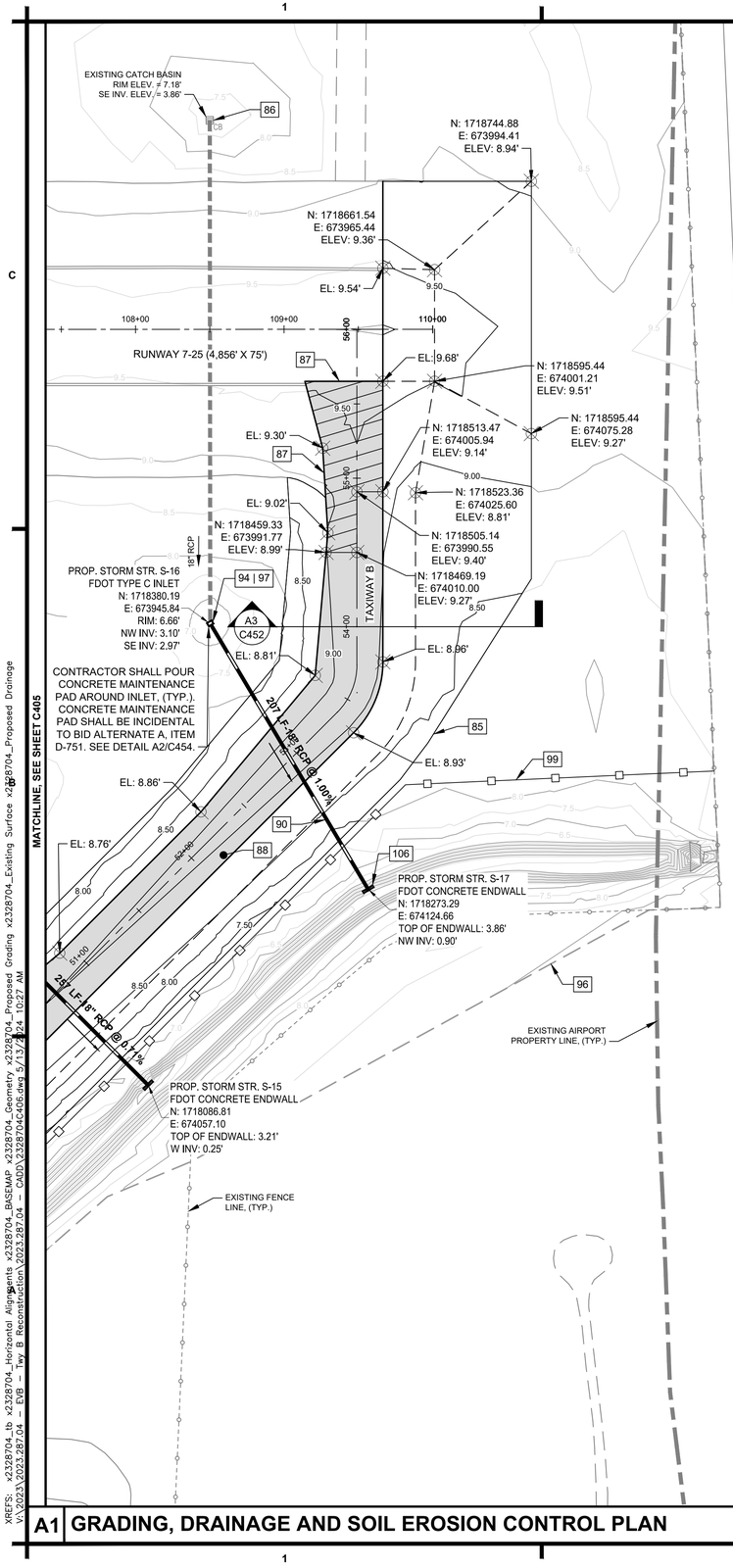

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A1 GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

0 25' 50' 100'
GRAPHIC SCALE (FT)
NORTH

85. LIMIT OF PROPOSED GRADING, TIE INTO EXISTING GRADE. (TYP.)
86. EXISTING DRAINAGE STRUCTURE TO BE PROTECTED IN PLACE DURING GRADING OPERATIONS.
87. TIE INTO EXISTING ASPHALT AT EXISTING GRADE. SEE KEYING DETAIL B1/C454.
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94. STORM DRAIN INLET PROTECTION, SEE DETAIL B2/C454.
96. LIMIT OF TOPOGRAPHIC SURVEY, (TYP.)
97. NEW FDOT TYPE C INLET, ITEM D-751. SEE FDOT FY 2023-24 STANDARD PLANS INDEX 425-052 FOR MORE INFORMATION.
99. INSTALL SILT FENCE, ITEM C-102. SEE DETAIL A1/C454.
106. NEW FDOT STRAIGHT CONCRETE ENDWALL, ITEM D-751, (TYP.). SEE FDOT FY 2023-24 STANDARD PLANS INDEX 430-030 FOR MORE INFORMATION.

TRANSITIONAL GRADING AREAS. SEE SPOT ELEVATIONS, CONTOURS, BREAKLINES AND ADDITIONAL INFORMATION ON THE PLANS FOR SPECIFIC TRANSVERSE AND LONGITUDINAL GRADES WITHIN THESE AREAS. IF REQUESTED IN WRITING BY THE CONTRACTOR, 3D SURFACE FILES MAY BE PROVIDED FOR LAYOUT PURPOSES, HOWEVER THE APPROVED PLANS SHALL GOVERN OVER ELECTRONIC FILES.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

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GRADING AND RESTORATION NOTES:

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6. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
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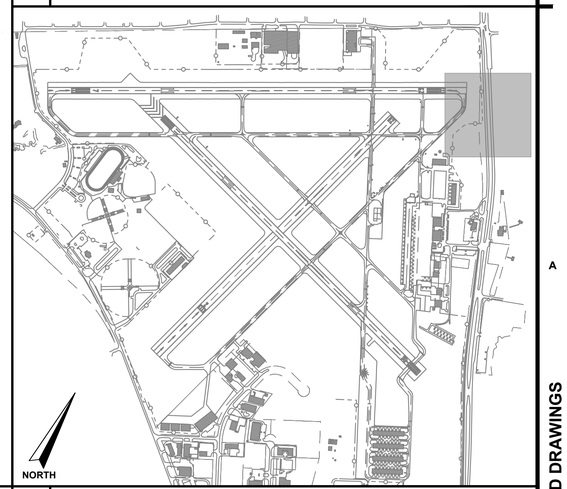
B4 KEYED NOTES, SHEET NOTES AND LEGEND



A4 KEY PLAN

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GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN

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BID DRAWINGS

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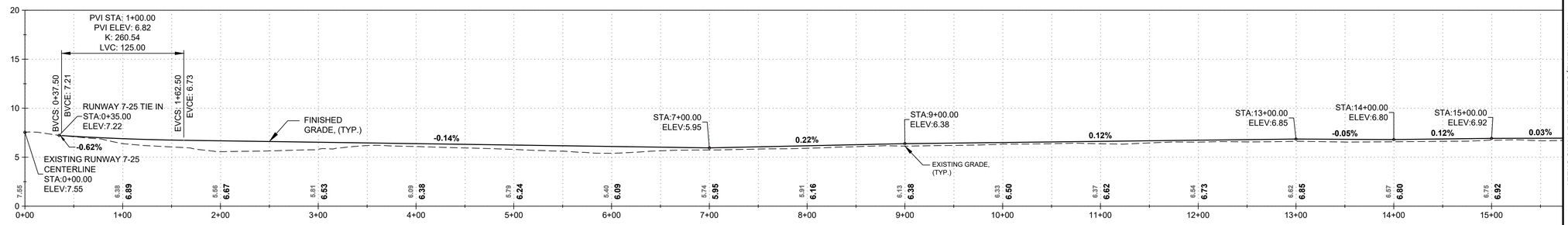
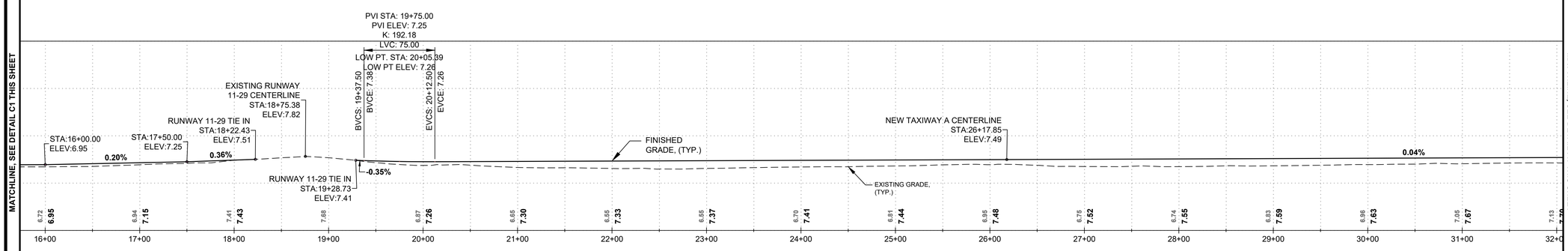


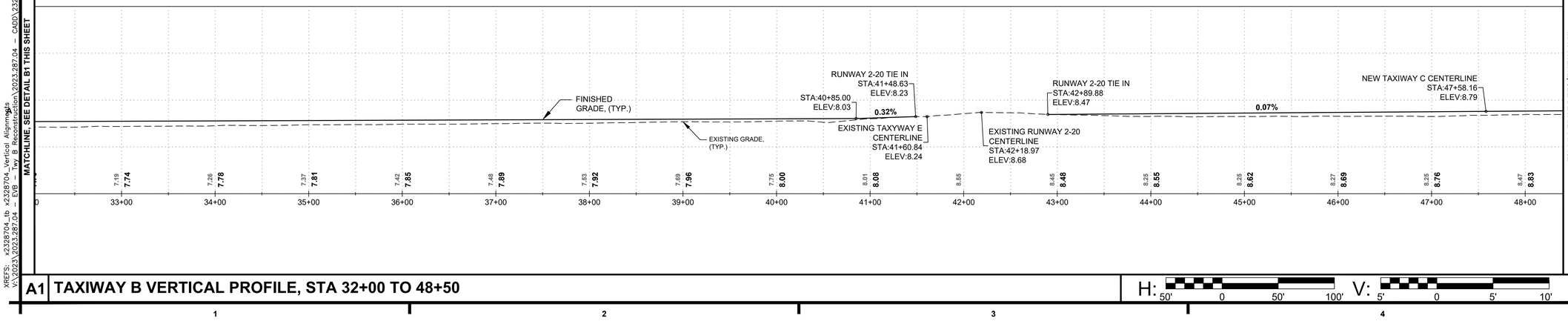
C1 TAXIWAY B VERTICAL PROFILE, STA 00+00 TO 15+50

H: 50' 0 50' 100' V: 5' 0 5' 10'



B1 TAXIWAY B VERTICAL PROFILE, STA 15+50 TO 32+00

H: 50' 0 50' 100' V: 5' 0 5' 10'



A1 TAXIWAY B VERTICAL PROFILE, STA 32+00 TO 48+50

H: 50' 0 50' 100' V: 5' 0 5' 10'

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

VERTICAL PROFILES

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AVCON PROJECT NO.	2023.287.04
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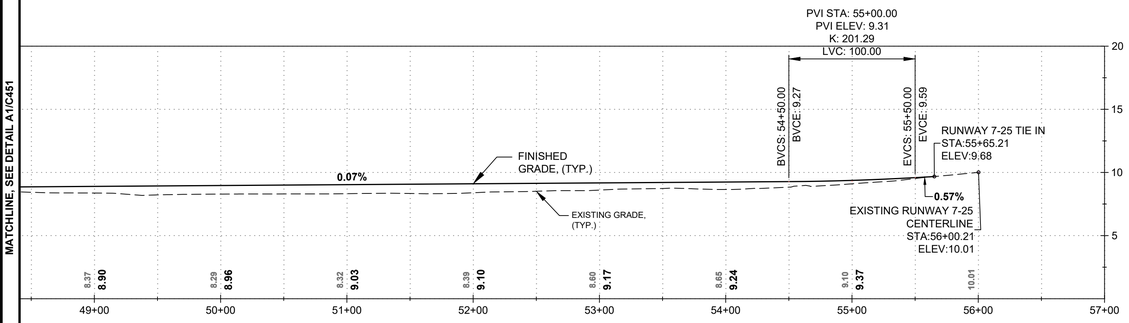
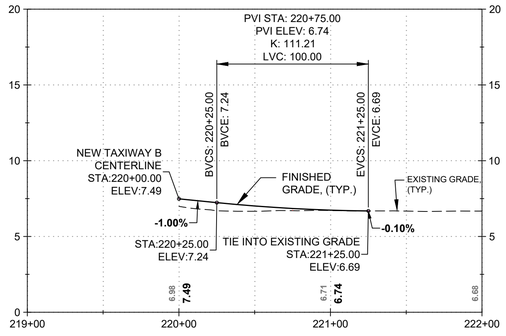
DRAWING
C451

MATCHLINE: SEE DETAIL A1/C451



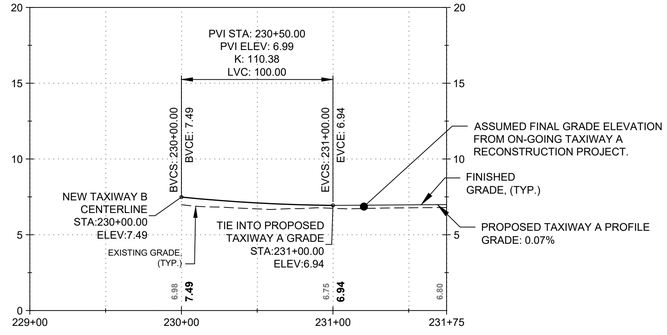
C1 TAXIWAY B VERTICAL PROFILE, STA 48+50 TO 57+00

H: 50' 0 50' 100' V: 5' 0 5' 10'



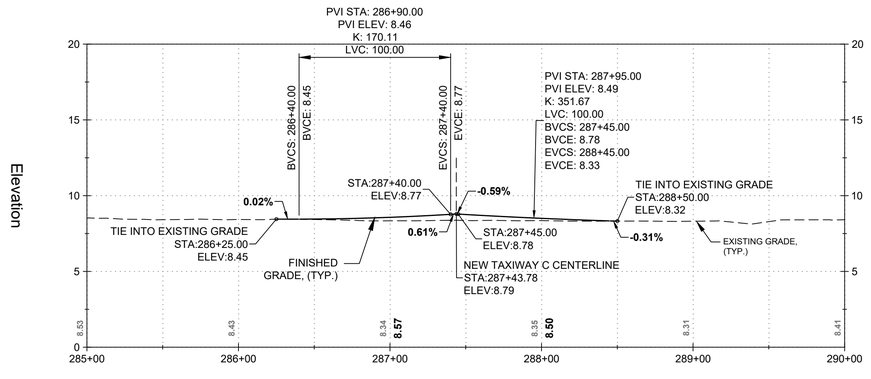
B1 TAXIWAY A CONNECTOR VERTICAL PROFILE

H: 50' 0 50' 100' V: 5' 0 5' 10'



B3 TAXIWAY A VERTICAL PROFILE

H: 50' 0 50' 100' V: 5' 0 5' 10'



A1 TAXIWAY C VERTICAL PROFILE

H: 50' 0 50' 100' V: 5' 0 5' 10'

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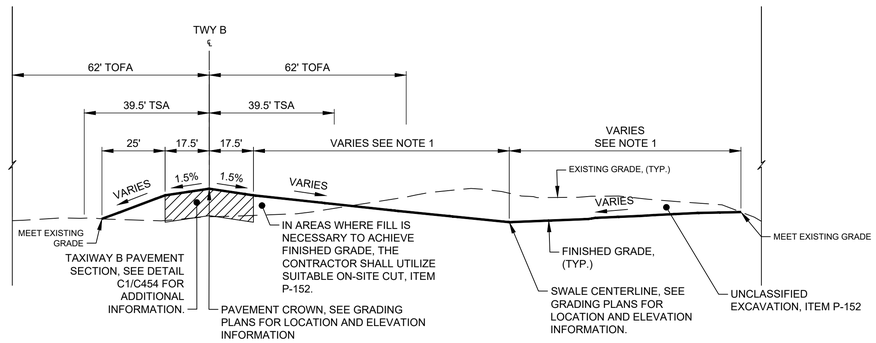
NOTES:

1. FOR CONTRACTOR GUIDANCE ON GRADING OUTSIDE OF THE DESIGNATED 5% SLOPE AREAS, CONTRACTOR SHALL REFERENCE THE GRADING PLANS FOR ALL SWALE CENTERLINES, BREAKLINES, AND TIE IN POINTS.



C1 TAXIWAY B TYPICAL GRADING SECTION

NOTES:

1. FOR CONTRACTOR GUIDANCE ON GRADING OUTSIDE OF THE DESIGNATED 5% SLOPE AREAS, CONTRACTOR SHALL REFERENCE THE GRADING PLANS FOR ALL SWALE CENTERLINES, BREAKLINES, AND TIE IN POINTS.

B1 TAXIWAY B TYPICAL GRADING SECTION

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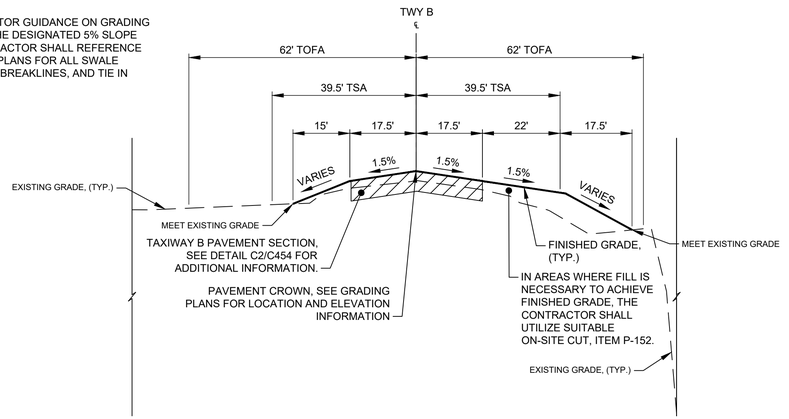

C3 TAXIWAY B TYPICAL GRADING SECTION

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B3 TAXIWAY B TYPICAL GRADING SECTION

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A3 TAXIWAY B TYPICAL GRADING SECTION

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TYPICAL SECTIONS

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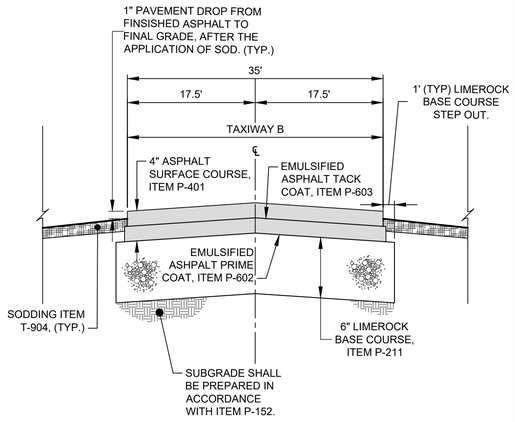
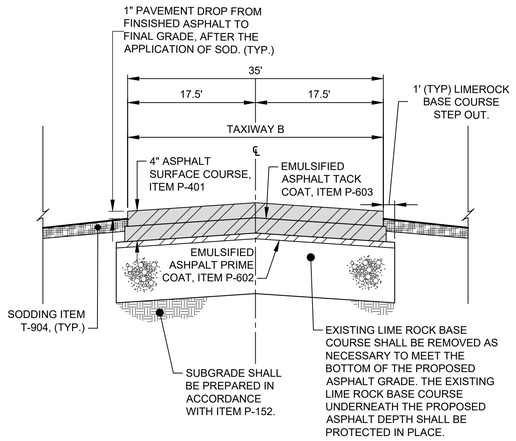
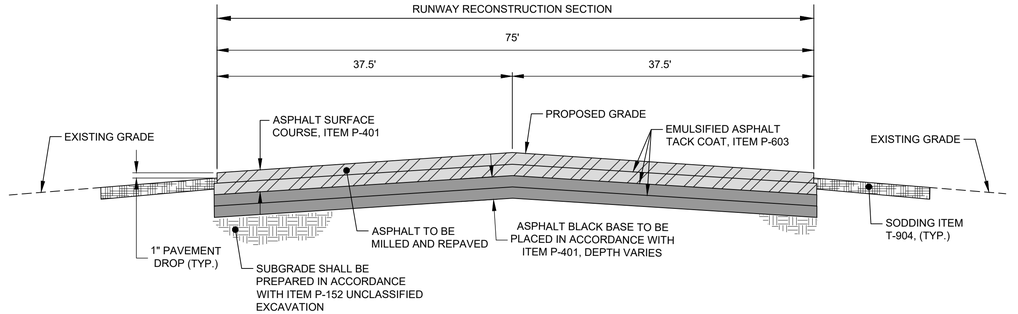
C1 FULL RECON PAVEMENT SECTION

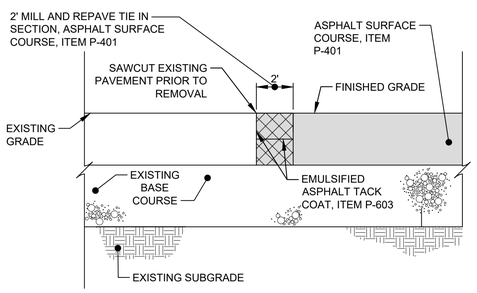


C2 MILL AND REPAVE PAVEMENT SECTION



C3 RUNWAY FULL RECON PAVEMENT SECTION - DRAINAGE PIPE RECONSTRUCTION

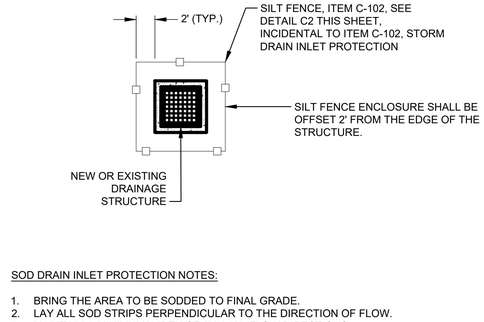




NOTES:

1. MILLING AND ASPHALT PAVEMENT REMOVAL FOR THE DESIGNATED 2' WIDE, FULL-DEPTH AREA SHALL BE PAID UNDER ITEM P-101 COLD MILL EXISTING PAVEMENT, FULL DEPTH.

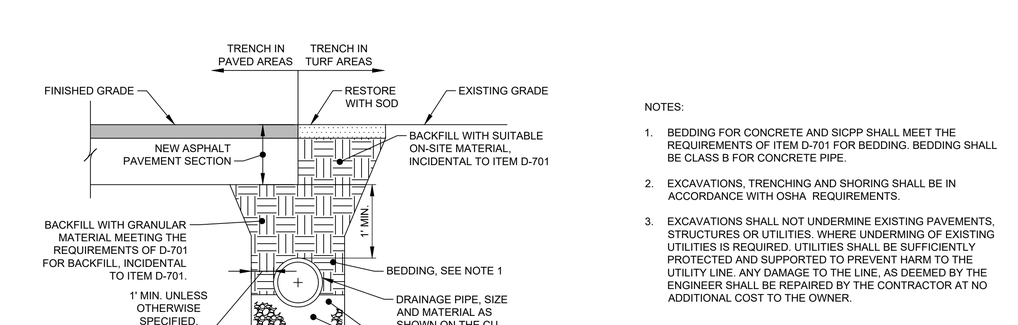
B1 KEYING DETAIL - ASPHALT TO ASPHALT



SOD DRAIN INLET PROTECTION NOTES:

1. BRING THE AREA TO BE SODDED TO FINAL GRADE.
2. LAY ALL SOD STRIPS PERPENDICULAR TO THE DIRECTION OF FLOW.
3. MAINTAIN A MINIMUM WIDTH OF 2' IN ALL FLOW DIRECTIONS.
4. SOD STRIPS SHALL BE STAGGERED SO ADJACENT ENDS ARE NOT ALIGNED.
5. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER EACH FOR ITEM C-102, STORM DRAIN INLET PROTECTION. THIS ITEM SHALL BE INSTALLED AS INDICATED ON THE PLANS OR DIRECTED BY THE ENGINEER. AS THE PHASING OF WORK DICTATES, PARTIAL INSTALLATION AND PARTIAL PAYMENT MAY BE MADE AT THE DISCRETION OF THE ENGINEER.

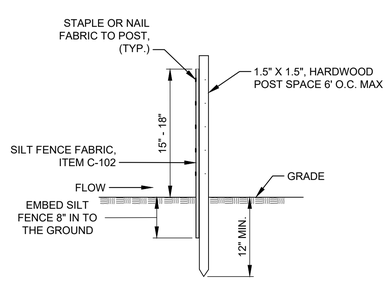
B2 STORM DRAIN INLET PROTECTION DETAIL



NOTES:

1. BEDDING FOR CONCRETE AND SICPP SHALL MEET THE REQUIREMENTS OF ITEM D-701 FOR BEDDING. BEDDING SHALL BE CLASS B FOR CONCRETE PIPE.
2. EXCAVATIONS, TRENCHING AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. EXCAVATIONS SHALL NOT UNDERMINE EXISTING PAVEMENTS, STRUCTURES OR UTILITIES. WHERE UNDERMING OF EXISTING UTILITIES IS REQUIRED. UTILITIES SHALL BE SUFFICIENTLY PROTECTED AND SUPPORTED TO PREVENT HARM TO THE UTILITY LINE. ANY DAMAGE TO THE LINE, AS DEEMED BY THE ENGINEER SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

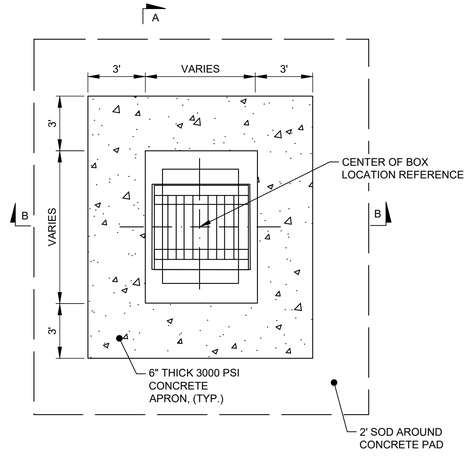
B3 DRAINAGE PIPE TRENCHING DETAIL



SILT FENCE NOTES:

1. WHEN TWO SECTIONS OF SILT FENCE FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
2. MAINTENANCE SHALL BE PROVIDED BY THE CONTRACTOR AS DIRECTED BY ENGINEER AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE, ITEM C-102 INSTALLATION AND REMOVAL OF SILT FENCE.

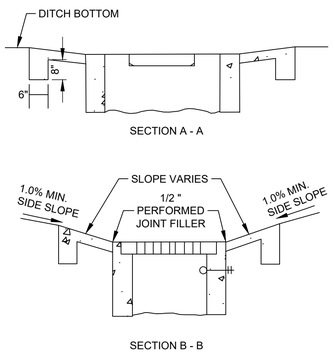
A1 SILT FENCE DETAIL



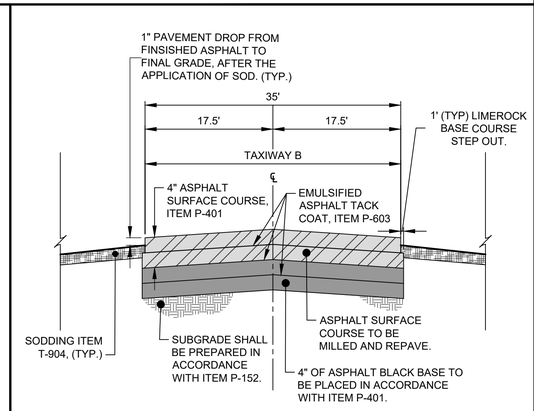
A2 CONCRETE DRAINAGE APRON DETAIL

NOTES:

1. CONCRETE DRAINAGE APRONS SHALL BE CONSTRUCTED ON ALL PROPOSED DRAINAGE INLETS AS SHOWN IN THE PLANS



A3 DRAINAGE PIPE TRENCHING DETAIL



A4 TAXIWAY RECON PAVEMENT SECTION

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN DETAILS

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CADD: 2328704C454

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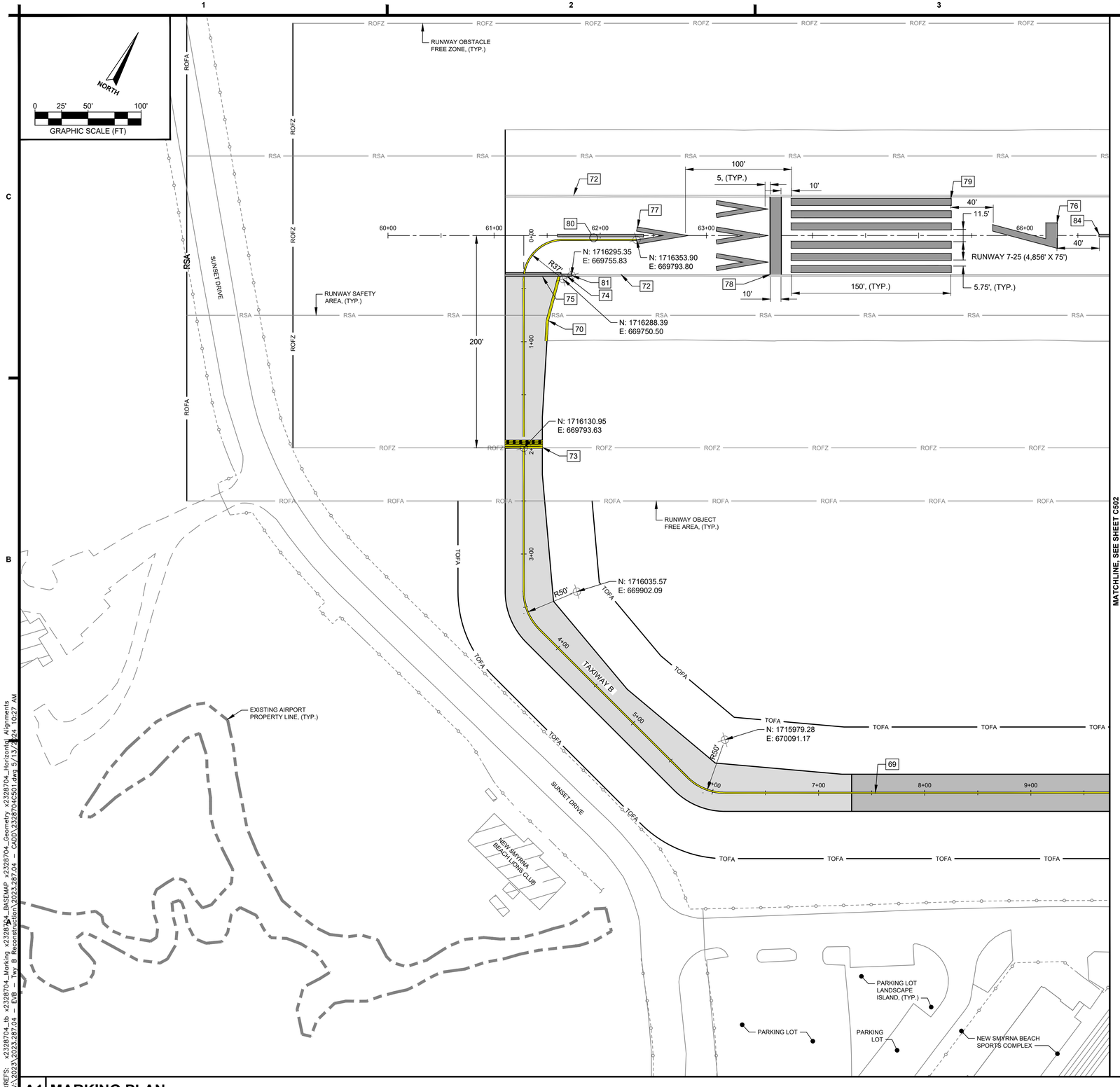


MATCHLINE, SEE SHEET C502

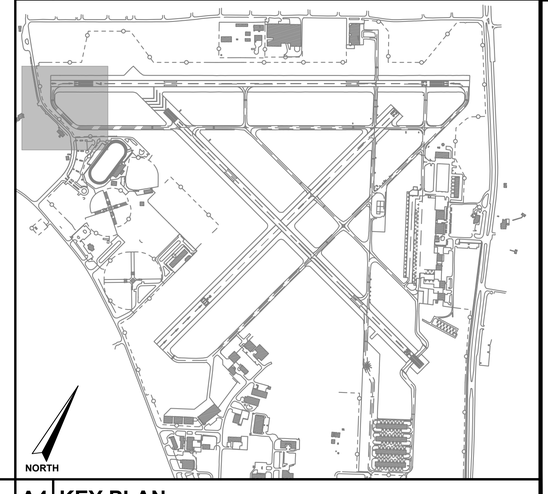
69. TAXIWAY CENTERLINE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C1/C551.
70. CONTINUOUS TAXIWAY EDGE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS,WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C2/C551.
72. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
73. RUNWAY HOLDING POSITION MARKING, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620. SEE DETAIL C4/C551.
74. EXISTING MARKINGS ON EXISTING PAVEMENT SHALL BE CLEANED AND HAVE MILDEW REMOVED PRIOR TO REMARKING IN ACCORDANCE WITH ITEMS P-101 AND P-620. CLEANING OF EXISTING MARKINGS SHALL NOT BE MEASURED OR PAID SEPARATELY AND SHALL BE CONSIDERED INCIDENTAL TO ITEM P-620 RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA.
75. RUNWAY EDGE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL B4/C551.
76. RUNWAY LANDING DESIGNATOR MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620. SEE DETAIL B1/C551.
77. RUNWAY DISPLACED THRESHOLD ARROW MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C3/C551.
78. RUNWAY THRESHOLD BAR, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620.
79. RUNWAY THRESHOLD STRIPE, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.).
80. CENTERLINE MARKING SEPARATION, SEE DETAIL A1/C551.
81. MEET EXISTING RUNWAY EDGE MARKING.
84. RUNWAY CENTERLINE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL A2/C551.

C4 KEYED NOTES

NOTES:

1. HALF-RATE PAVEMENT MARKINGS SHALL BE APPLIED WITHIN 30 DAYS OF FINAL PLACEMENT OF ASPHALT SURFACE COURSE, ITEM P-620 HALF-RATE RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA.
2. HALF-RATE MARKINGS SHALL NOT CONTAIN ANY REFLECTIVE MEDIA AND ONLY CONSIST OF YELLOW AND WHITE MARKINGS, WITHOUT BLACK BORDERS.
3. PRIOR TO APPLICATION OF PAINT MARKINGS, THE CONTRACTOR LAYOUT SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.
4. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BORNE BY THE CONTRACTOR.
5. AIRFIELD EDGE LIGHTS AND SIGNS ARE SHOWN ON THIS SERIES FOR INFORMATION PURPOSES ONLY. SEE THE ELECTRICAL SHEETS FOR LIGHT AND SIGN LAYOUT, INSTALLATION DETAILS, AND CIRCUITRY.

B4 SHEET NOTES



A4 KEY PLAN

A1 MARKING PLAN

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MARKING PLAN

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DRAWING
C501

BID DRAWINGS

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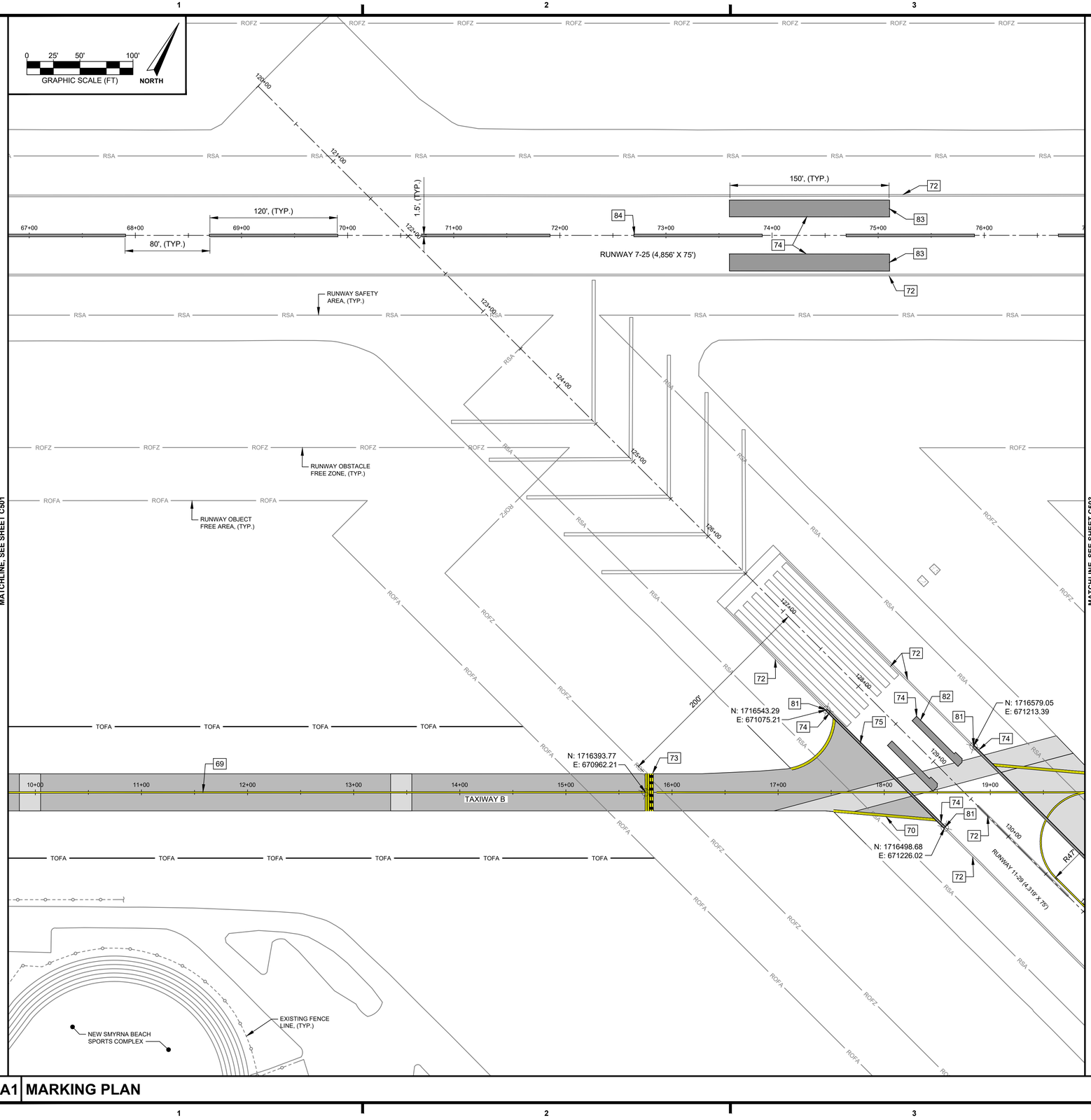
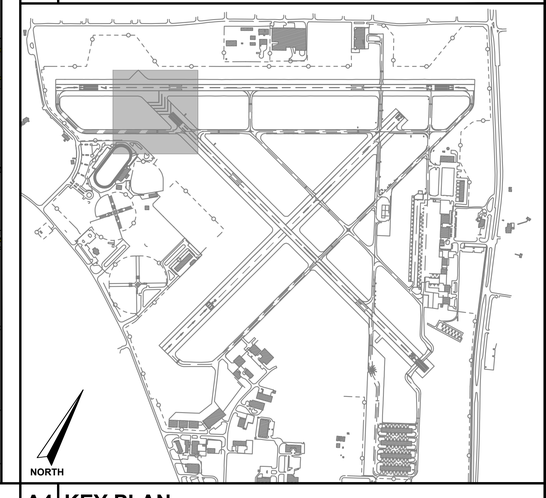


A1 MARKING PLAN

A4 KEY PLAN



69. TAXIWAY CENTERLINE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C1/C551.
70. CONTINUOUS TAXIWAY EDGE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS,WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C2/C551.
72. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
73. RUNWAY HOLDING POSITION MARKING, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620. SEE DETAIL C4/C551.
74. EXISTING MARKINGS ON EXISTING PAVEMENT SHALL BE CLEANED AND HAVE MILDEW REMOVED PRIOR TO REMARKING IN ACCORDANCE WITH ITEMS P-101 AND P-620. CLEANING OF EXISTING MARKINGS SHALL NOT BE MEASURED OR PAID SEPARATELY AND SHALL BE CONSIDERED INCIDENTAL TO ITEM P-620 RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA.
75. RUNWAY EDGE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL B4/C551.
81. MEET EXISTING RUNWAY EDGE MARKING.
82. CONTRACTOR SHALL RE-STRIPE RUNWAY LANDING DESIGNATOR FOR RUNWAY 11 END TO MATCH EXISTING CONDITIONS, ITEM P-620 RUNWAY & TAXIWAY, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA.
83. RUNWAY AIMING POINT MARKING, ITEM P-620 RUNWAY & TAXIWAY, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA.
84. RUNWAY CENTERLINE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL A2/C551.

C4 KEYED NOTES

NOTES:

1. HALF-RATE PAVEMENT MARKINGS SHALL BE APPLIED WITHIN 30 DAYS OF FINAL PLACEMENT OF ASPHALT SURFACE COURSE, ITEM P-620 HALF-RATE RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA.
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B4 SHEET NOTES

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

MARKING PLAN

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REVISIONS:

NO.	DATE	BY	DESCRIPTION

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DRAWN BY: PV
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C502

DRAWING
C502

BID DRAWINGS

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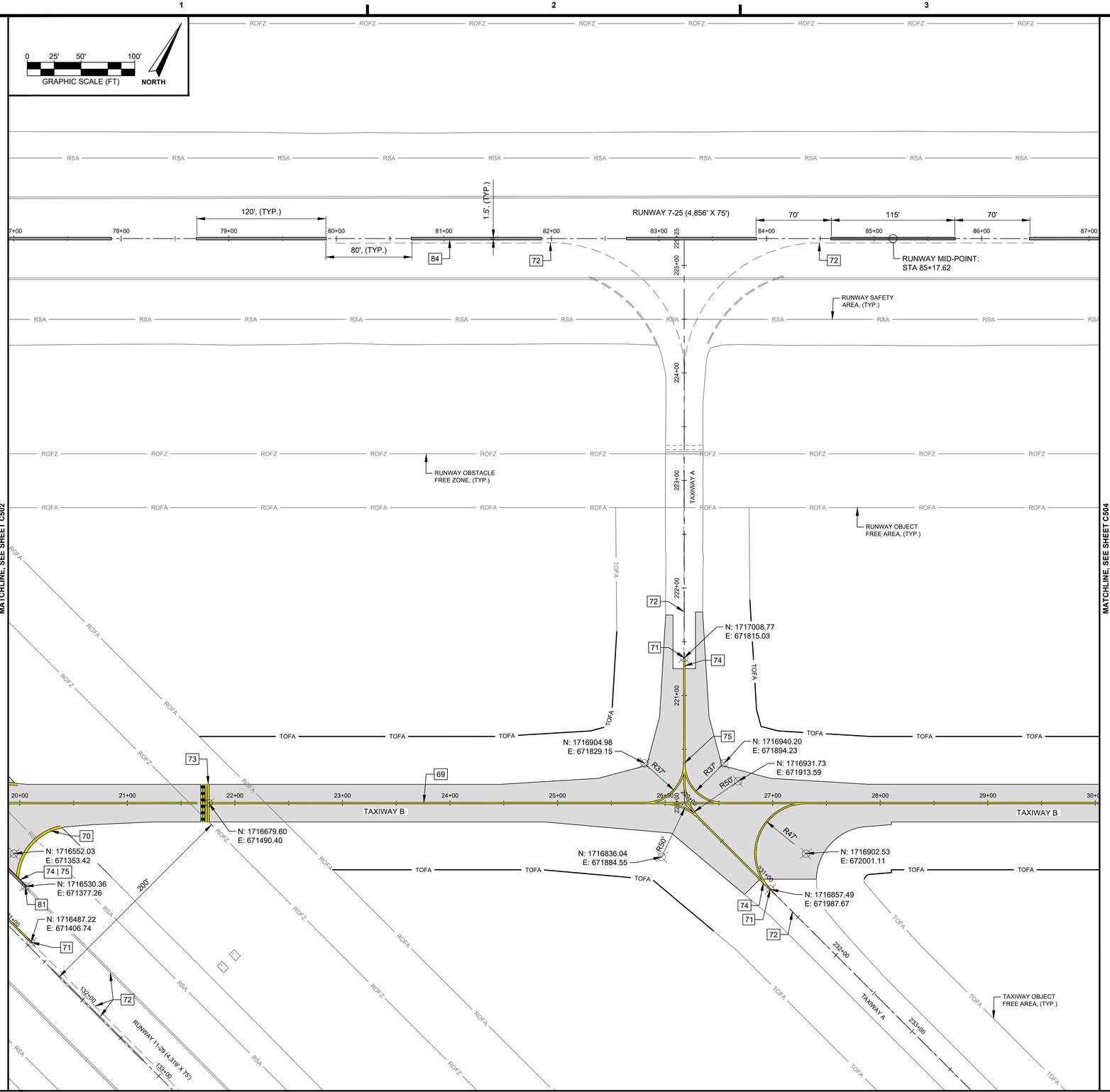
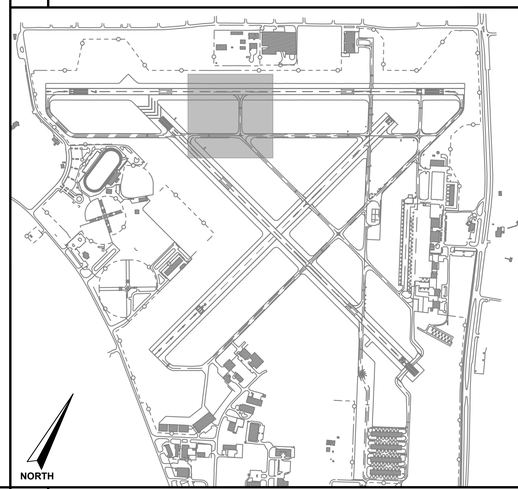


A1 MARKING PLAN

A4 KEY PLAN



B4 SHEET NOTES

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71. MEET EXISTING TAXIWAY CENTERLINE MARKING.
72. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
73. RUNWAY HOLDING POSITION MARKING, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620. SEE DETAIL C4/C551.
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81. MEET EXISTING RUNWAY EDGE MARKING.
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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

MARKING PLAN

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FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C503

BID DRAWINGS

DRAWING
C503

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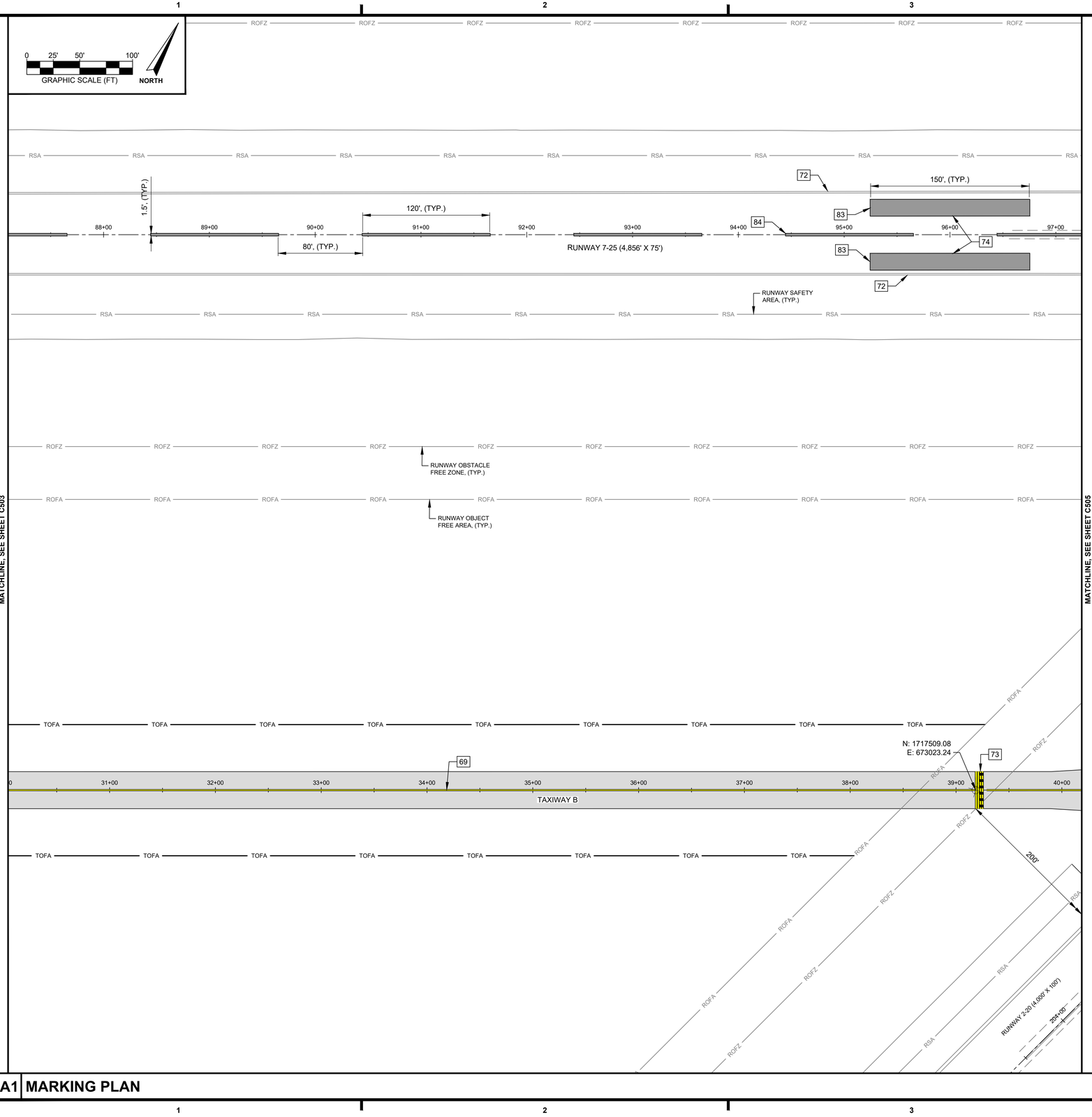

MATCHLINE, SEE SHEET C503

MATCHLINE, SEE SHEET C505

A1 MARKING PLAN

69. TAXIWAY CENTERLINE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C1/C551.
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83. RUNWAY AIMING POINT MARKING, ITEM P-620 RUNWAY & TAXIWAY, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA.
84. RUNWAY CENTERLINE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL A2/C551.

C4 KEYED NOTES

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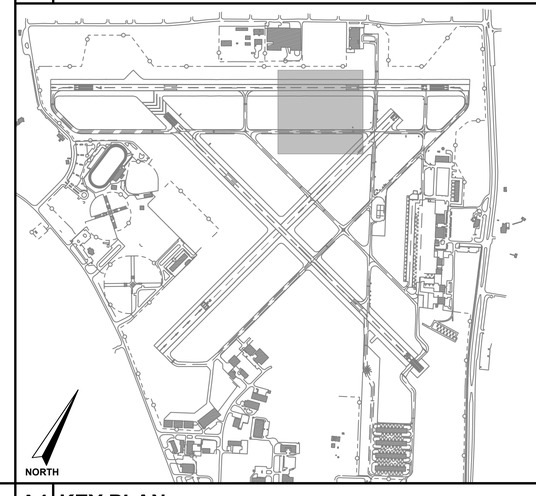
B4 SHEET NOTES



A4 KEY PLAN

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

MARKING PLAN

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DESIGNED BY:	PV
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	MAY 2024
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704C504

BID DRAWINGS

DRAWING
C504

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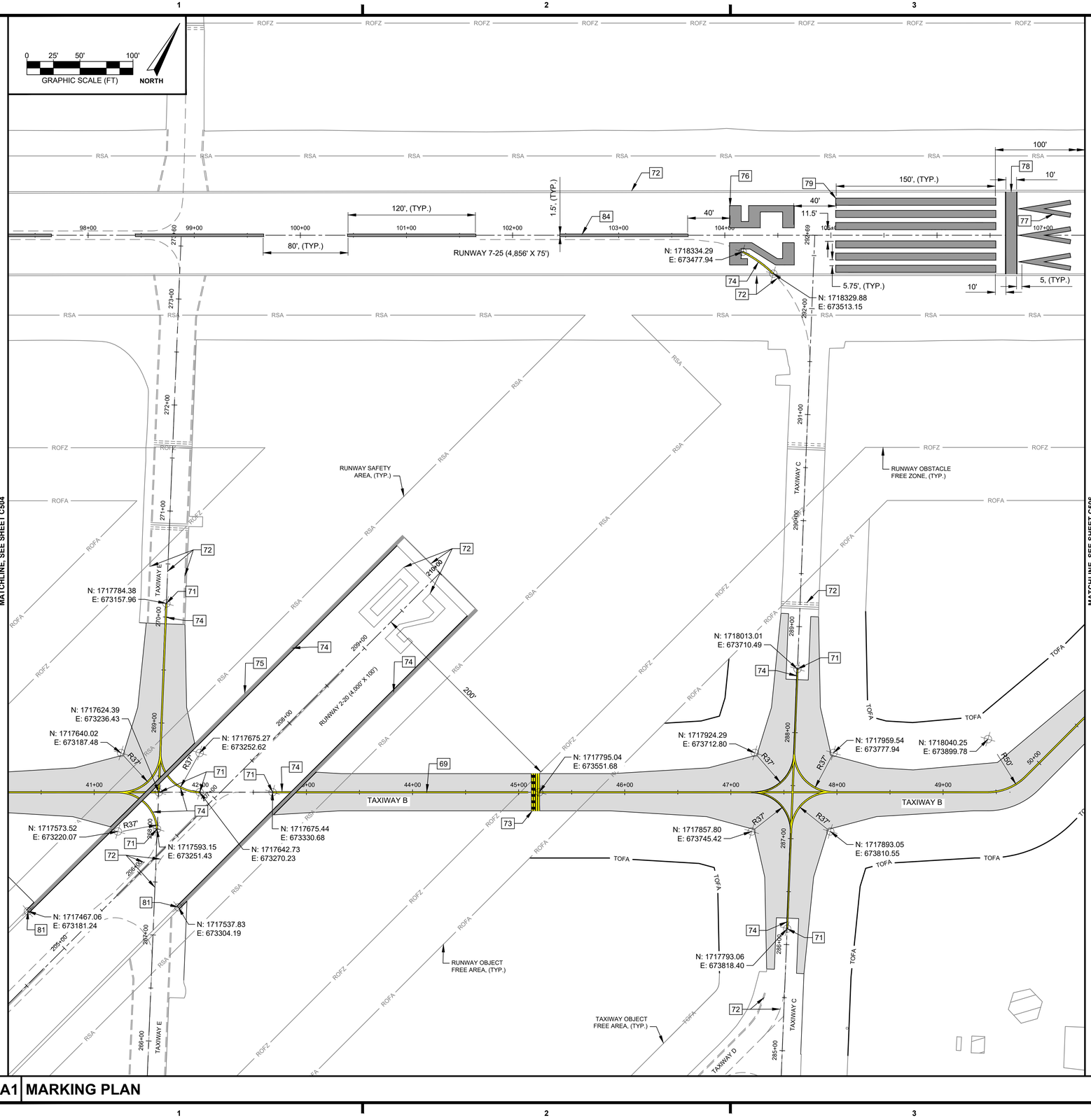
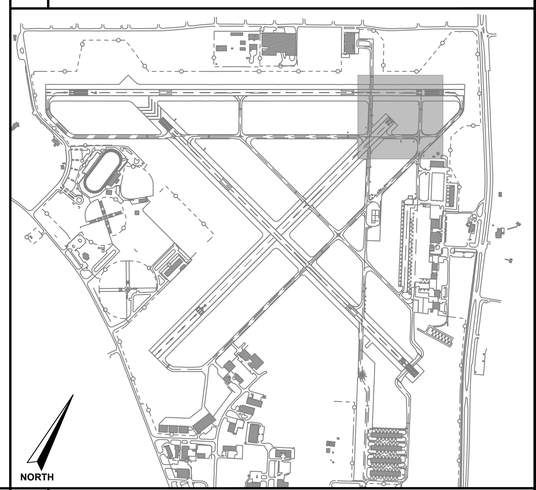


A1 MARKING PLAN

A4 KEY PLAN



B4 SHEET NOTES

69. TAXIWAY CENTERLINE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C1/C551.
71. MEET EXISTING TAXIWAY CENTERLINE MARKING.
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75. RUNWAY EDGE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL B4/C551.
76. RUNWAY LANDING DESIGNATOR MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620. SEE DETAIL B1/C551.
77. RUNWAY DISPLACED THRESHOLD ARROW MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C3/C551.
78. RUNWAY THRESHOLD BAR, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620.
79. RUNWAY THRESHOLD STRIPE, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.).
81. MEET EXISTING RUNWAY EDGE MARKING.
84. RUNWAY CENTERLINE MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL A2/C551.

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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

MARKING PLAN

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DRAWING
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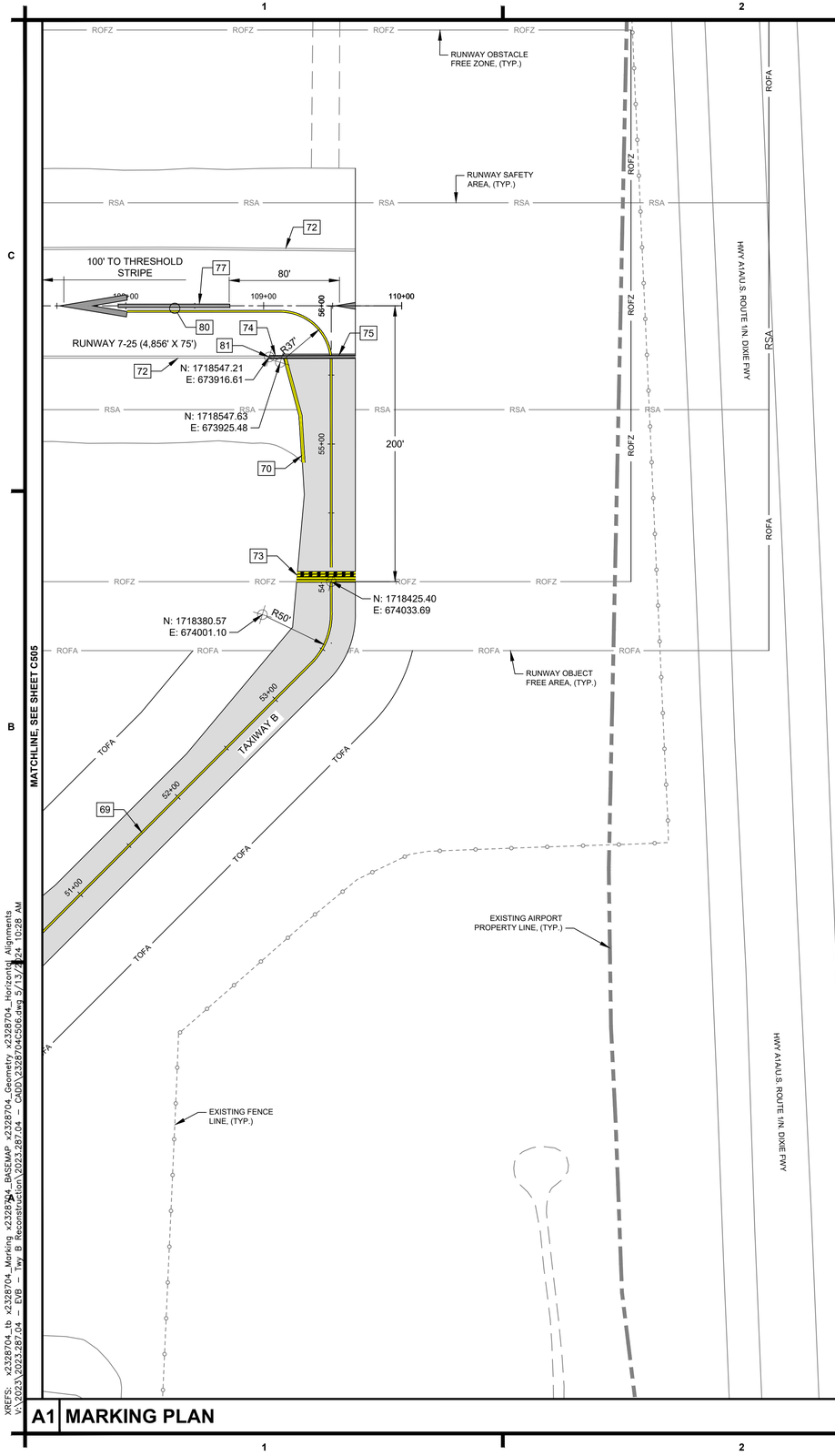

A1 MARKING PLAN

0 25' 50' 100'
GRAPHIC SCALE (FT)
NORTH

69. TAXIWAY CENTERLINE MARKING, 6" WIDE, YELLOW WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C1/C551.
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77. RUNWAY DISPLACED THRESHOLD ARROW MARKING, WHITE WITH TYPE I GLASS BEADS, WITH 6" BLACK BORDER, ITEM P-620, (TYP.). SEE DETAIL C3/C551.
80. CENTERLINE MARKING SEPARATION, SEE DETAIL A1/C551.
81. MEET EXISTING RUNWAY EDGE MARKING.

C4 SHEET LEGEND AND KEYED NOTES

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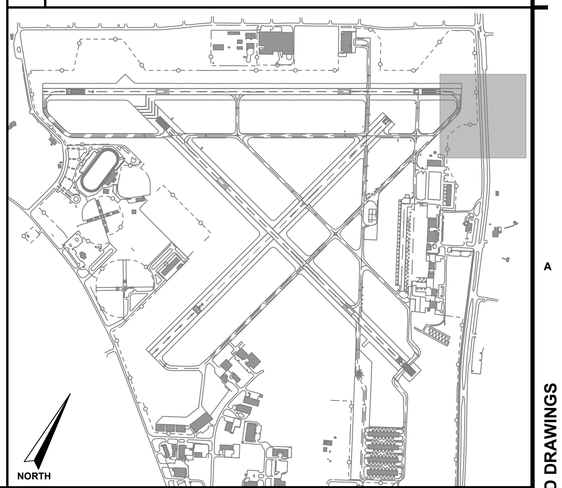

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MARKING PLAN

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704C506

BID DRAWINGS

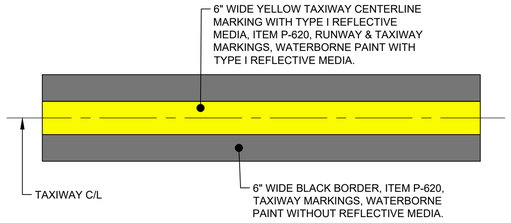
DRAWING
C506

XREFS: x2328704_tb x2328704_Marking x2328704_BASEMAP x2328704_Geometry x2328704_Horizontal Alignments
V:\2023\2023.287.04 – EVB – Twy B Reconstruction\2023.287.04 – CADD\2328704c506.dwg 5/13/2024 10:28 AM

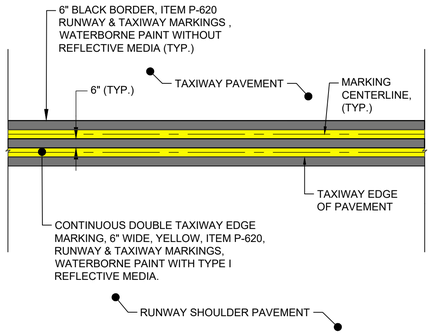
C1 TAXIWAY CENTERLINE MARKING DETAIL

NOTES:

1. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL NOT BE APPLIED TO BLACK PAINT.



C2 CONTINUOUS TAXIWAY EDGE MARKING



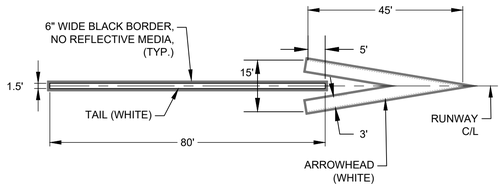
NOTES:

1. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL NOT BE APPLIED TO BLACK PAINT.

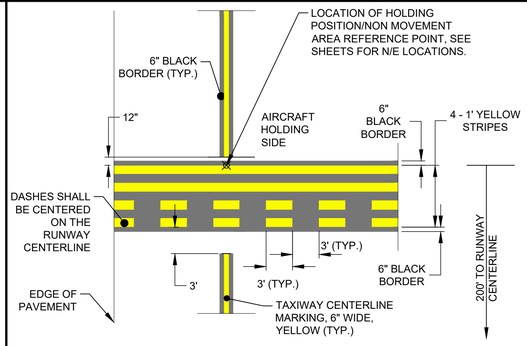
C3 DISPLACED THRESHOLD ARROW MARKING

NOTES:

1. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL NOT BE APPLIED TO BLACK PAINT.
2. GLASS BEADS SHALL ONLY BE APPLIED TO WHITE OR YELLOW PAINT.



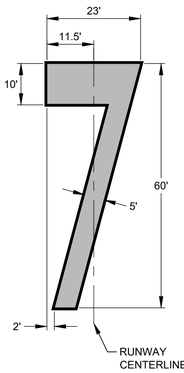
C4 RUNWAY HOLDING POSITION MARKING

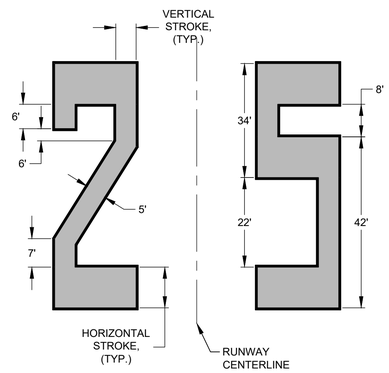


NOTES:

1. RUNWAY CENTERLINE OR TAXIWAY CENTERLINE MARKINGS SHALL END 6" BEFORE THE BLACK BORDER OF THE RUNWAY HOLDING POSITION MARKING OR 12" FROM THE BACK EDGE OF THE FIRST SOLID YELLOW STRIPE.
2. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL NOT BE APPLIED TO BLACK PAINT.

B1 LANDING DESIGNATOR MARKING DETAIL





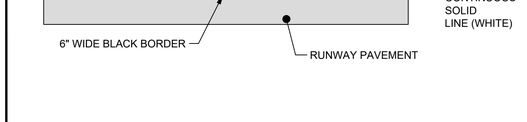
NOTES:

1. ALL LANDING DESIGNATOR CHARACTERS, UNLESS OTHERWISE SPECIFIED, SHALL BE 60' HIGH AND 20' WIDE.
2. HORIZONTAL STROKES SHALL BE 10' WHILE VERTICAL AND DIAGONAL STROKES SHALL BE 5'.
3. ALL NUMERALS ARE HORIZONTALLY SPACED 15' APART.
4. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL ONLY BE APPLIED TO YELLOW OR WHITE PAINT.

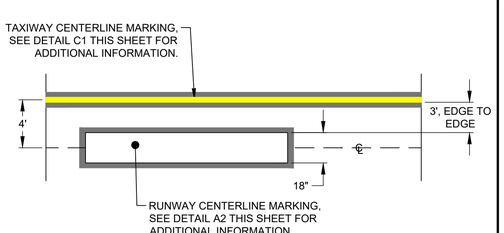
B4 RUNWAY EDGE MARKING DETAIL

NOTES:

1. GLASS BEADS SHALL BE TYPE I IN ACCORDANCE WITH ITEM P-620 AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL ONLY BE APPLIED TO YELLOW OR WHITE PAINT.
2. RUNWAY EDGE MARKING HAS A MINIMUM WIDTH OF 36 INCHES FOR RUNWAYS OF 100 FEET OR WIDER IN WIDTH AND AT LEAST 18 INCHES FOR RUNWAYS LESS THAN 100 FEET.



A1 CENTERLINE SEPARATION DETAIL



NOTES:

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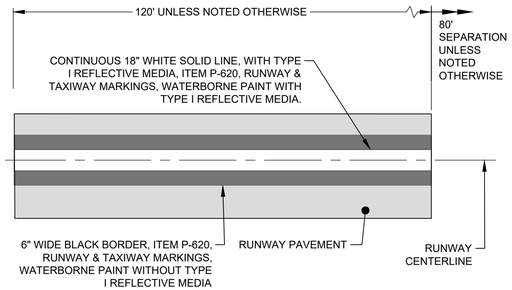
A2 RUNWAY CENTERLINE MARKING DETAIL



** THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID **

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PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

MARKING PLAN DETAILS

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CADD:	2328704C551

BID DRAWINGS

DRAWING
C551

XREFS: x2328704_tb V:\2023\2023.287.04 – EVB – Twy B Reconstruction\2023.287.04 – CADD\2328704C551.dwg 5/13/2024 10:28 AM

NOTES:

1. PROJECT PAY ITEMS: THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM SHALL BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF PROJECT PAY ITEMS PROVIDED.

2. WHENEVER, IN THE CONTRACT DOCUMENTS, THE WORDS "PROVIDE", "FURNISH", "INSTALL", "FURNISH AND INSTALL", OR OTHER WORDS OF LIKE IMPORT ARE USED, IT SHALL BE UNDERSTOOD THAT THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION IN EVERY DETAIL OF THE WORK DESCRIBED. IT IS FURTHER INTENDED THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, TESTING AND INCIDENTALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE DRAWINGS (PLANS), SPECIFICATIONS AND TERMS OF THE CONTRACT.

3. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES, ETC., PRIOR TO COMMENCEMENT OF WORK. THE COST OF PERMITS, LICENSES, ETC., SHALL BE INCIDENTAL TO AND INCLUDED IN THE BID PRICE FOR THE RESPECTIVE PAY ITEMS. PROVIDE AND PAY FOR ALL PERMITS, LICENSES, FEES AND INSPECTIONS REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PAY ALL SALES, CONSUMER, USE AND OTHER TAXES REQUIRED IN ACCORDANCE WITH THE LAW OF THE PLACE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL REQUIRED LICENSES, FEES AND INSPECTIONS INCLUDING METER INSTALLATION FEE. THE COST FOR SUCH SHALL BE INCLUDED IN THE BID PRICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPLICABLE UTILITY COMPANY(S) TO DETERMINE IF ANY FEES, CHARGES OR COSTS WILL BE DUE THE UTILITY COMPANY(S) AS REQUIRED BY THE UTILITY COMPANY(S) FOR TEMPORARY POWER, INSTALLATIONS, HOOK-UPS, ETC. THIS FEE, CHARGE OR COST SHALL BE INCLUDED IN THIS CONTRACTOR'S PRICE.

4. ITEMS SHOWN IN SCREEN (HALFTONE) ARE EXISTING OR CIVIL ITEMS. ITEMS SHOWN IN SOLID (BOLD) ARE NEW TO BE INSTALLED UNDER THIS CONTRACT, UNLESS OTHERWISE NOTED.

5. ANY EXCAVATION WITHIN 5 FEET OF ALL EXISTING UNDERGROUND UTILITIES SHALL BE PERFORMED BY HAND EXCAVATION METHODS. EXISTING DIRECT BURIED CABLES TO REMAIN SHALL BE ENCLOSED IN SPLIT DUCT AND ENCASED IN A 3" ENVELOPE OF P-610 CONCRETE UNDER THE FOLLOWING CONDITIONS: (SEE DETAIL SHEETS)

   A. WHEN WITHIN 20 FEET OF EXCAVATION, TRENCHING, ETC.
   B. WHEN PAVEMENT WIDENING OR EXTENSIONS WILL BE ROUTED OVER THE EXISTING CABLE. THE SPLIT DUCT WILL EXTEND 20 FEET BEYOND THE NEW EDGE OF PAVEMENT.
   C. WHEN ENCOUNTERED DURING CONSTRUCTION.
   D. WHEN SUBJECT TO DAMAGE, IN THE OPINION OF THE ENGINEER FROM CONSTRUCTION ACTIVITIES.

   AN END OF DUCT MARKER SHALL BE INSTALLED ABOVE EACH END OF THE DUCT. ALL DAMAGE TO UTILITIES OR EXISTING STRUCTURES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER. THE ENGINEER SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. REFER TO THE SPECIAL PROVISIONS OF THE CONTRACT FOR LIQUIDATED DAMAGES THAT MAY RESULT FROM DAMAGE TO EXISTING UTILITIES OR SYSTEMS. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. HAND DIGGING AND PROTECTION OF EXISTING SYSTEMS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM BEING INSTALLED.

6. THE AIRPORTS MAINTENANCE DEPARTMENTS' "LOCK-OUT/TAG-OUT" PROCEDURE AND NFPA 70E SHALL BE COMPLIED WITH BY THIS CONTRACTOR.

7. THIS CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.

8. EXISTING CONDUIT, DUCT BANK, CIRCUITING AND UTILITY INFORMATION IS BASED ON AIRPORT "AS-BUILT" AND "RECORD" DRAWINGS, AND SITE VISITS BY THE UTILITIES AND THE ENGINEER. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL NOT BE SCALED FOR EXACT LOCATIONS. IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO CONTACT THE APPROPRIATE UTILITY/AGENCY, PRIOR TO STARTING WORK, AND STAKE/MARK THE LOCATION OF ALL EXISTING UTILITIES. ANY INTERRUPTION OF AN EXISTING SYSTEM OR UTILITY SERVICE SHALL BE COORDINATED AND APPROVED BY THE AUTHORITY, AGENCY OR UTILITY HAVING JURISDICTION, PRIOR TO STARTING WORK.

9. ALL EXISTING SYSTEMS/UTILITIES TO REMAIN SHALL BE PROTECTED FROM DAMAGE. REPLACEMENT OF ANY DAMAGED EXISTING SYSTEMS/UTILITIES TO REMAIN SHALL BE AT THE CONTRACTORS' EXPENSE. FAA CABLES CANNOT BE SPLICED. DAMAGE TO FAA CABLES WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR COMPLETE REPLACEMENT OF THE FAA CABLE.

10. ELECTRICAL DEMOLITION WORK SHALL BE LIMITED TO THE AREAS AND SCHEDULES IDENTIFIED IN THE APPROVED CONTRACTOR SUBMITTED PHASING PLAN. CONTRACTOR SHALL MAINTAIN OPERATIONAL STATUS OF RUNWAY – TAXIWAY LIGHTING SYSTEMS UNTIL PERMISSION FROM PROJECT MANAGER IS GRANTED TO DEMOLISH. DEMOLITION SHALL BE PHASED AS REQUIRED TO MAINTAIN AIRPORT OPERATIONS.

11. ALL WORK SHOWN ON THE EXISTING CONDITIONS AND DEMOLITION DRAWINGS IS BASED ON FIELD OBSERVATION OF THE ACTUAL EXISTING CONDITIONS AND ON EXISTING "AS-BUILT" DRAWINGS OF THE AREAS AFFECTED. THEY ARE THEREFORE CONSIDERED TO BE SCHEMATIC. IT IS THE INTENT OF THE DEMOLITION DRAWINGS THAT ALL EQUIPMENT, DEVICES, FIXTURES, WIRING MATERIALS, SYSTEMS AND APPURTENANCES, ETC., WHICH ARE NO LONGER REQUIRED AS A RESULT OF THE PROJECT BE REMOVED.

12. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO DETERMINE THAT ALL AIRFIELD LIGHTING CIRCUITS, EXCEPT THOSE THAT ARE SERVING CLOSED TAXIWAYS OR RUNWAYS, ARE COMPLETELY OPERATIONAL, USING TOWER CONTROLS, AT THE END OF EACH WORK SHIFT AND SHALL SO CERTIFY TO THE ENGINEER BEFORE THE END OF EACH SHIFT. THE CONTRACTOR SHALL NOT LEAVE THE WORK SITE UNTIL CIRCUIT OPERATION HAS BEEN CONFIRMED BY THE ENGINEER. TEMPORARY CABLE CONNECTIONS SHALL BE MADE IN AIRFIELD LIGHTING CIRCUITS WHEN PERMANENT WIRING CANNOT BE COMPLETED DURING DAYLIGHT HOURS. ALL RUNWAYS AND TAXIWAYS NOT CLOSED FOR CONSTRUCTION (REFER TO PHASING PLAN) SHALL HAVE FULLY OPERABLE AIRFIELD LIGHTING DURING THE HOURS BETWEEN ONE HOUR BEFORE DUSK AND ONE HOUR AFTER DAWN AND AS REQUIRED BY AIRPORT OPERATIONS. THE CONTRACTOR SHALL DISCUSS THE CONTRACTOR'S PROPOSED WIRING WITH THE ENGINEER AND OBTAIN APPROVAL PRIOR TO COMMENCING WORK IN THAT AREA. ALL ELECTRICAL WIRING SHALL BE COMPLETED AND TESTED ONE (1) HOUR PRIOR TO ELECTRICAL MAINTENANCE DEPARTMENT'S END OF SHIFT.

13. ALL JCP SHALL BE INSTALLED 20.00 FEET MINIMUM FROM THE EDGE OF PAVEMENT. COORDINATE FINAL LOCATION WITH AIRPORT AND EXISTING CONDITIONS. WHEN EXTENDING EXISTING DUCT TO NEW JCP, PUT JCP IN LINE WITH EXISTING DUCT, WHEN POSSIBLE. JCP SHALL NOT BE INSTALLED IN DITCHES, DRAINAGE SWALES OR WHERE WATER WILL POND ON TOP OF THE JCP.

14. DEWATERING FOR THE INSTALLATION OF MANHOLES, HAND HOLES, JCP, BASE CANS, DUCT BANKS, COUNTERPOISE OR CONDUITS ARE INCIDENTAL TO THE RESPECTIVE PAY ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR AND OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEWATERING.

15. LOCATE AND UTILIZE EXISTING DUCTS WHERE SHOWN ON PLANS. MANDREL EXISTING DUCTS TO DETERMINE ACCEPTABILITY FOR USE. THE COST OF MANDRELLING THE EXISTING DUCTS SHALL BE INCIDENTAL TO THE DUCT INSTALLATION PAY ITEM. IF EXISTING DUCTS SHOWN ARE DAMAGED, NONEXISTENT, OR ROUTED DIFFERENTLY, CONTACT THE ENGINEER.

16. INSTALL CABLING IN EXISTING DUCTS AS SHOWN IN THE CONTRACT DOCUMENTS.

17. THE IDENTITY OF ALL CABLES SHOWN ON THE PLANS SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RECORDED IN THE DRAWINGS TO PROVIDE AN ACCURATE RECORD CONDITION. THE CONTRACTOR SHALL COORDINATE INFORMATION SHOWN ON THE PLAN SHEETS WITH EXISTING RECORD INFORMATION AVAILABLE THROUGH THE AIRPORT MAINTENANCE STAFF. THESE PLANS DO NOT PURPORT TO SHOW ALL EXISTING CABLES/CONCEALED UTILITIES WHICH WILL REQUIRE STAKE OUT PRIOR TO CONSTRUCTION.

18. ALL LOOSE MATERIALS SHALL BE REMOVED FROM ALL EXCAVATIONS FOR ELECTRICAL EQUIPMENT, RACEWAYS, MANHOLES, PADS, ETC. THE BOTTOM OF THE EXCAVATION SHALL BE COMPACTED TO THE FOLLOWING CRITERIA PRIOR TO THE INSTALLATION OF THE ELECTRICAL ITEM AND BACKFILL.

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT OR IN SAFETY AREA	IN TURF
<30% RETAINED ON 3/4" SIEVE	>60,000 LBS	ASTM D1557	100%	98%
<30% RETAINED ON 3/4" SIEVE	≤60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON 3/4" SIEVE	>60,000 LBS	AASHTO T-180	100%	98%
>30% RETAINED ON 3/4" SIEVE	≤60,000 LBS	AASHO T-99	100%	98%

19. DURING THE DEMOLITION PHASE AND PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THAT FUNCTIONAL RACEWAY EXISTS FROM BASE CAN TO BASE CAN, ETC TO CIRCUIT THE AIRFIELD LIGHTING AS SHOWN ON THE CIRCUITING PLANS. SHOULD ADDITIONAL RACEWAY NEED TO BE INSTALLED THE CONTRACTOR SHALL INSTALL THE RACEWAY PRIOR TO THE PAVING OPERATIONS. THE CONTRACTOR SHALL CERTIFY IN WRITING TO THE OWNER PRIOR TO PAVING OPERATIONS THAT FUNCTIONAL RACEWAY EXISTS AND IS PROPERLY ROUTED TO PROVIDE FOR CIRCUITING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SEE SHEETS E301 – E306 FOR CIRCUITING.

20. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE EXISTING DUCT BANK CONDITIONS. THE CONTRACTOR WILL BE REQUIRED TO INSTALL THE NEW CABLES IN DUCTS WITH EXISTING CABLES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF THE EXISTING CABLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF CABLES DAMAGED DURING CONSTRUCTION. REPAIR OR COMPLETE REPLACEMENT SHALL BE AT THE ENGINEER'S DISCRETION. THE COST OF REPAIR OR REPLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.

21. THIS CONTRACTOR SHALL COMPLETELY SURVEY AND STAKE OUT EACH AREAS' LIGHTING LAYOUT PRIOR TO STARTING ANY INSTALLATION. SHOULD ANY IRREGULARITIES OCCUR IN THE LIGHTING LAYOUT, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY. THE BID ITEM PRICE SHALL INCLUDE THE NECESSARY LAYOUT FOR EACH FIXTURE, AND THE COST FOR ANY ADDITIONAL ADJUSTMENT OF THE LOCATION OF THE FIXTURES, DUE TO THE EXISTING GEOMETRIC CONDITIONS. THE NEW LIGHTING INSTALLATION SHALL BE COORDINATED WITH AND BLEND INTO THE EXISTING INSTALLATION.

22. WITHIN THE CONTRACTOR'S WORK SCOPE, REPLACE ALL LIGHT BASE AND JUNCTION CAN BOLTS AND LOCK WASHERS. BOLTING HARDWARE SHALL NOT BE REUSED. REPAIR DAMAGED THREADS IN LIGHT BASES AND JUNCTION CANS UTILIZING THREADED INSERTS AS MANUFACTURED BY OLSEN INDUSTRIES OR USING THE DRILL FIXTURE KIT WITH GARDSERT THREAD REPAIR PROVIDED BY JAQUITH INDUSTRIES OR ACCEPTED EQUIVALENT. CONTRACTOR SHALL TURN OVER THE TOOLS TO THE AIRPORT ONCE THE REPAIRS HAVE BEEN COMPLETED. APPLY ANTI-SEIZE COMPOUND TO BOLTS AS RECOMMENDED BY FIXTURE/CAN MANUFACTURER.

23. INSTALL BASE CANS AND CONDUIT/DUCT AS SHOWN IN THE PLANS.

24. EACH EXISTING AND PROPOSED BASE CAN SHALL BE CLEANED OF ALL SAND AND DEBRIS.

25. EACH EXISTING AND PROPOSED CONDUIT/DUCT IDENTIFIED FOR THE PROPOSED WORK BE CLEANED AND SWABBED THROUGHOUT ITS ENTIRE LENGTH TO REMOVE ALL SAND AND DEBRIS. THE CONTRACTOR SHALL MANDREL EACH EXISTING AND PROPOSED CONDUIT/DUCT IDENTIFIED FOR THE PROPOSED WORK. AN IRON-SHOD MANDREL, NOT MORE THAN 1/4-INCH SMALLER THAN THE BORE OF THE CONDUIT/DUCT SHALL BE PULLED THROUGH EACH CONDUIT/DUCT. THE MANDREL SHALL HAVE LEATHER OR RUBBER GASKET SLIGHTLY LARGER THAN THE CONDUIT/DUCT BORE.

26. SECURE COVERS ON ALL BASE CANS, JCP, ETC. ONCE CONDUIT/DUCT AND BASE CANS HAVE BEEN CLEANED. BASE CANS, JCP, ETC. MAY BE OPENED FOR WORK ACTIVITIES BUT SHALL BE CLOSED IMMEDIATELY AFTER ACTIVITY IS COMPLETED. BASE CANS, JCP, ETC. AND ASSOCIATED CONDUITS/DUCTS, FOUND OPEN SHALL BE RECLEANED AT THE CONTRACTOR'S EXPENSE.

27. THE TERM "TOP CAN SECTION" HAS BEEN GENERICALLY USED IN THE PLANS TO DESCRIBE A TOP CAN SECTION, MIDDLE CAN SECTION, BASE CAN EXTENSION AND OTHER SIMILAR COMPONENTS. THE CONTRACTOR SHALL INDIVIDUALLY MEASURE AND IDENTIFY THE SPECIFIC COMPONENT(S) REQUIRED TO PROPERLY ADJUST THE BASE CAN HEIGHT IN ACCORDANCE WITH FAA REQUIREMENTS. THE CONTRACTOR SHALL INDIVIDUALLY MEASURE AND RECORD THE BOLT CENTER ON EACH BASE CAN TO BE EXTENDED AND THE REQUIRED HEIGHT OF THE BASE CAN TOP SECTION NECESSARY TO PLACE THE FIXTURE AT THE PROPER ELEVATION. THIS RECORDED INFORMATION SHALL BE SUBMITTED AS PART OF THE ASBUILT INFORMATION.

28. ABANDONED DUCT BANKS AND CONDUITS SHALL REMAIN IN PLACE WITH REMOVAL NECESSARY ONLY WHERE INTERFERENCES WITH THE NEW WORK EXIST. ANY EXISTING DUCTS REMOVED SHALL BE LEGALLY AND PROPERLY DISPOSED OF OFF THE AIRPORT SITE. THE CONDUITS/DUCTS SHALL BE SQUARELY CUT OFF AND CAPPED WATERTIGHT. AN END OF DUCT MARKER SHALL BE PLACED ABOVE EACH END OF THE ABANDONED IN PLACE CONDUIT/DUCT, AND THE LOCATION SHALL BE NOTED ON THE PROJECT RECORD DRAWINGS.

29. PERMANENT WIRING ABANDONED IN PLACE SHALL BE TAGGED OR OTHERWISE IDENTIFIED AT IT'S TERMINATION AND JUNCTION POINTS AS "ABANDONED IN PLACE" OR REMOVED FROM ALL ACCESSIBLE AREAS AND INSULATED FROM CONTACT WITH OTHER LIVE ELECTRICAL WIRING OR DEVISES.

30. ALL RUNWAY/TAXIWAY EDGE LIGHTS ON STRAIGHT SECTIONS OF THE RUNWAY/TAXIWAY, SHALL BE LOCATED SUCH THAT A LINE BETWEEN LIGHTS ON OPPOSITE SIDES OF THE RUNWAY/TAXIWAY IS PERPENDICULAR TO THE RUNWAY/TAXIWAY CENTERLINE.

31. CHANGES TO THE LOCATION OF THE RUNWAY OR TAXIWAY LIGHTS, SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR APPROVAL.

32. THE DIMENSION BETWEEN LIGHTS SHOWN ON A RADIUS IS DEFINED AS THE CHORD LENGTH. LOCATIONS SHOWN ARE TO THE CENTER OF THE LIGHTING FIXTURE.

33. ALL CONCRETE USED FOR ELECTRICAL ITEMS SHALL CONFORM TO STRUCTURAL PORTLAND CEMENT CONCRETE, OR ACCEPTED FDOT CLASS II EQUIVALENT, USING 1 INCH MAXIMUM SIZE COARSE AGGREGATE (DOT #57 STONE) WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,400 PSI, UNLESS NOTED OTHERWISE. WHERE REINFORCED DUCT BANKS ARE SPECIFIED, REINFORCING STEEL SHALL CONFORM TO ASTM A 615 GRADE 60. CONCRETE AND REINFORCING STEEL ARE INCIDENTAL TO THE RESPECTIVE PAY ITEM OF WHICH THEY ARE A COMPONENT PART. HIGH EARLY STRENGTH CONCRETE WILL BE REQUIRED FOR USE WITH DUCTS, CONDUITS, BASE CANS AND OTHER WORK AS DIRECTED BY THE ENGINEER, IN EXISTING OPERATIONAL AREAS AND WITHIN THE SAFETY AREAS OF OPERATIONAL PAVEMENT TO COMPLY WITH THE PROJECT PHASING AND SCHEDULING REQUIREMENTS AND WHERE THE PAVEMENT IS REQUIRED TO OPEN TO AIRCRAFT AT THE END OF THE DESIGNATED WORK PERIOD. THE EXTRA COST FOR THE HIGH EARLY STRENGTH CONCRETE SHALL BE CONSIDERED INCIDENTAL TO THE RESPECTIVE PAY ITEM OF WHICH IT IS A COMPONENT PART.

34. FLOWABLE MATERIAL USED TO BACK FILL CONDUIT AND DUCT BANK TRENCHES SHALL CONFORM TO THE REQUIREMENTS OF CONCRETE "CONTROLLED LOW STRENGTH MATERIAL" OR ACCEPTED FDOT NON-EXCAVATABLE FLOWABLE FILL (125 PSI MINIMUM) FDOT SPECIFICATION SECTION 121 "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION" OR EQUIVALENT.

35. ALL ITEMS ARE NEW AND UNUSED UNLESS SPECIFICALLY NOTED OTHERWISE.

36. ELECTRICAL WORK WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY OR TAXIWAY WILL REQUIRE NIGHT WORK/CLOSURES. ANY WORK THAT COULD INTERFERE WITH NORMAL AIRPORT OPERATIONS WILL REQUIRE NIGHT WORK/CLOSURES. NIGHT WORK/CLOSURES SHALL BE PERFORMED BETWEEN 2300 HOURS AND 0630 HOURS AND BETWEEN ANY LATE ARRIVING OR EARLY DEPARTING FLIGHTS. AVAILABLE NIGHT WORK/CLOSURE HOURS ARE DEPENDANT UPON AIRPORT FLIGHT OPERATIONS AND MAY VARY FROM NIGHT TO NIGHT. NIGHT WORK SHALL BE COORDINATED WITH AND IS SUBJECT TO APPROVAL BY AIRPORT AIRPORT OPERATIONS.

37. 45 DAY MINIMUM NOTICE REQUIRED FOR ANY WORK INVOLVING A FAA OR AIRPORT COMM MANHOLE OR FAA EQUIPMENT. THE NOTICE IS APPLICABLE ANYTIME THE MANHOLE IS OPENED OR ANY WORK INVOLVING CABLES BETWEEN OR WITHIN THE MANHOLES OR ANY WORK IMPACTING FAA EQUIPMENT.

38. NO WORK OF ANY KIND MAY BE PERFORMED ON ANY ACTIVE FAA FACILITIES, FAA CABLES, FAA MANHOLES, OR OWNER COMM MANHOLES DURING THE TIME PERIODS FROM NOVEMBER 15, 2024 THROUGH NOVEMBER 26, 2024 AND FROM DECEMBER 16, 2024 THROUGH JANUARY 2, 2025.

39. ALL L-868 BASE CANS AND TRANSFORMER HOUSES SHALL BE EQUIPPED WITH ONE INTERNAL AND TWO EXTERNAL GROUND STRAPS EACH WITH GROUND CLAMPS. NOT MORE THAN ONE (1) SINGLE #2 AWG BARE SOLID COPPER CONDUCTOR SHALL BE PERMITTED TO BE TERMINATED ON ANY SINGLE BASE CAN GROUND CLAMP. ALL GROUNDING AND BONDING CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND LISTINGS. ALL COUNTERPOISE AND GROUNDING/BONDING CONNECTIONS SHALL BE UL 467 LISTED FOR DIRECT EARTH BURIAL AND ENCASEMENT IN CONCRETE AND UL 96 LISTED FOR LIGHTNING PROTECTION. ALL TOP CAN SECTIONS SHALL BE EQUIPPED WITH ONE INTERNAL BASE CAN GROUND STRAP WITH A GROUND CLAMP. LIGHT BASE GROUND CLAMP SHALL BE JAQUITH AW0919, OLSON CL01843 OR ACCEPTED EQUIVALENT. USE OF A BRASS WASHER IN LIEU OF A GROUND CLAMP IS SPECIFICALLY PROHIBITED.

40. ALL GALVANIZED MATERIALS SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION, CONFORMING TO ASTM A-386 AND/OR A-153, UNLESS NOTED OTHERWISE (UNO).

41. ALL OBJECTS INSTALLED WITHIN THE OBJECT FREE AREA SHALL BE CONSTRUCTED TO COMPLY WITH FAA AC 150/5200-13A, AIRPORT DESIGN AND ENGINEERING BRIEF EB-79, DETERMINING RSA NAVAID FRANGIBILITY AND FIXED BY-FUNCTION REQUIREMENT (LATEST EDITIONS). ALL OBJECTS HIGHER THAN 3 INCHES ABOVE GRADE SHALL BE CONSTRUCTED ON FRANGIBLY MOUNTED STRUCTURES OF THE LOWEST PRACTICAL HEIGHT WITH THE FRANGIBLE POINT NO HIGHER THAN 3 INCHES ABOVE GRADE. THE 3 INCH HEIGHT SHALL BE MEASURED IN ACCORDANCE WITH FIGURE 1 OF ENGINEERING BRIEF 79. THE TOP OF ANY ANCHOR BOLTS OR OTHER SUCH APPURTENANCES SHALL NOT EXTEND ABOVE THE FRANGIBLE POINT ON THE FRANGIBLE COUPLING.

42. UNLESS NOTED OTHERWISE, ALL PANELBOARDS, JUNCTION BOXES, WIRE WAYS AND ETC., SHALL BE SPACED OFF THE CONCRETE STRUCTURE BY USING A UNISTRUT P-1060 SERIES SQUARE WASHER OR ACCEPTED EQUIVALENT BETWEEN THE MOUNTING SURFACE AND THE EQUIPMENT AT EACH MOUNTING POINT. EQUIPMENT AS LISTED ABOVE, MOUNTED ON UNISTRUT OR ACCEPTED EQUIVALENT SHALL HAVE UNISTRUT P-1060 SERIES SQUARE WASHER OR ACCEPTED EQUIVALENT INSTALLED BETWEEN THE UNISTRUT CHANNEL OR ACCEPTED EQUIVALENT AND THE EQUIPMENT AT EACH MOUNTING POINT. ALL BOLTED CONNECTIONS AND EQUIPMENT MOUNTINGS IN DRY LOCATIONS SHALL UTILIZE A FLAT WASHER, LOCK WASHER AND HEX HEAD A-325 BOLTING HARDWARE, UNO.

43. ALL BOLTING HARDWARE IN DAMP OR WET LOCATIONS SHALL BE STAINLESS STEEL. ALL MOUNTING CHANNEL AND BOLTING HARDWARE IN EXTERIOR, DAMP OR WET LOCATIONS SHALL BE STAINLESS STEEL.

44. THE CONTRACTOR SHALL GENERATE AND SUBMIT FOR APPROVAL A MAINTENANCE OF POWER PLAN FOR ALL ELECTRICAL SERVICES IMPACTED BY THIS PROJECT. CONTRACTOR SHALL MAINTAIN POWER (PERMANENT OR TEMPORARY) TO ALL FAA OR AIRPORT FACILITIES AT ALL TIMES UNLESS A SCHEDULED OUTAGE IS APPROVED. SCHEDULING AND DURATION OF ANY POWER OUTAGE IS AT THE SOLE DISCRETION OF THE OWNER. COST OF MAINTENANCE OF POWER AND ALL NECESSARY MATERIALS, LABOR, TRANSPORTATION, SUPERVISION AND COORDINATION SHALL BE CONSIDERED INCIDENTAL TO THE SP-104 PAY ITEM PROVIDED.

INITIAL PROVISIONING OF CRITICAL PARTS/COMPONENTS

(testing contingency & consumables)
Per AIP Handbook 5100.38D chg. 1

CRITICAL PARTS/COMPONENTS LISTED ON THIS DRAWING AND PROVIDED AS A PART OF THIS PROJECT, SHALL BE ONSITE AND AVAILABLE FOR USE BY THE CONTRACTOR PRIOR TO THE SCHEDULED SYSTEM TESTING. ANY OF THE CRITICAL PARTS/COMPONENTS REPLACED TO SUPPORT TESTING EFFORTS SHALL BE RETURNED TO THE ORIGINAL EQUIPMENT MANUFACTURER (OEM) FOR REPAIR OR REPLACEMENT. ONCE THE CRITICAL PARTS/COMPONENTS ARE RECERTIFIED BY THE OEM, SHIP THE CRITICAL FACTORY PARTS COMPONENTS TO THE AIRPORTS RESIDENT PROJECT REPRESENTATIVE (RPR) FOR TURN OVER TO AIRPORT MAINTENANCE. CRITICAL PARTS/COMPONENTS NOT USED DURING TESTING SHALL BE DELIVERED TO THE AIRPORT'S RPR FOR TURN OVER TO AIRPORT MAINTENANCE.
THERE SHALL BE A MINIMUM OF ONE (1) UNIT OF EACH ITEM PROVIDED AS A PART/COMPONENT OF THE PROJECT.
THE FOLLOWING TABLE LISTS THE ELECTRICAL INITIAL PROVISIONING OF CRITICAL PARTS/COMPONENTS REQUIRED TO BE FURNISHED BY THE CONTRACTOR. ALL INITIAL PROVISIONING OF CRITICAL PARTS/COMPONENTS SHALL BE IDENTICAL TO THE SAME PARTS/COMPONENTS ACCEPTED AND INSTALLED IN THE PROJECT. COST OF INITIAL PROVISIONING OF CRITICAL PARTS/COMPONENTS SHALL BE CONSIDERED INCIDENTAL TO THE L-125 PAY ITEMS PROVIDED.

CATEGORY	DESCRIPTION	QUANTITY
SIZE 2 GENERAL SIGN	LED SIGN POWER SUPPLY/LED CONTROLLER	2 EA
	MODULE LIGHT SOURCES (10 TIMES THE QUANTITY OF LIGHT BARS OR LAMPS CONTAINED IN A SINGLE MODULE)	1 LS
FIXTURES	L-861T(L) BLUE, W/L – 830 & CORTEN BASE PLATE	20 EA
	L-861 GREEN/OBSCURED, W/L – 830 & CORTEN BASE PLATE	2 EA
	L-861E GREEN/YELLOW, W/L – 830 & CORTEN BASE PLATE	2 EA
	L-861E RED/RED, W/L – 830 & CORTEN BASE PLATE	2 EA
	FIELD LIGHTNING ARRESTOR ASSEMBLY	2 EA

SPECIAL NOTE TO CONTRACTOR:

PRIOR TO INITIATION OF ANY CONSTRUCTION IN THE FIELD, THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE (RETURN RECEIPT REQUESTED) TO EACH OF THE AREA UTILITY COMPANIES AND FLORIDA SUNSHINE ONE CALL AS PRESCRIBED BY STATE LAW. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH A COPY OF THE RECEIPT OF SAID WRITTEN NOTIFICATION TO EACH OF THE UTILITY COMPANIES OR CITY DEPARTMENTS. THIS REQUIREMENT IS IN ADDITION TO ANY OTHER STATE LAWS REGARDING PUBLIC NOTIFICATION PRIOR TO EXCAVATION. CALL 811 SUNSHINE ONE CALL TWO DAYS MINIMUM PRIOR TO DIGGING. GO TO WWW.CALLSUNSHINE.COM FOR MORE INFORMATION.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

AIRFIELD ELECTRICAL GENERAL NOTES

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CADD: 2328704E001

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E001
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BID DRAWINGS

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SYMBOL	NEW ITEM DESCRIPTION
Y C A	L-852D, BIDIRECTIONAL, YELLOW/CLEAR, QUARTZ, MIRL R/W EDGE LIGHT, MOUNTED ON A L-868B DEEP BASE CAN WITH NORMAL SPACER RING(S) (W/ CONCRETE RING), PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. SOLID AREAS DENOTE DIRECTION OF LIGHT BEAMS.
	L-858B(L), Y,R,L LED, AIRFIELD SIGN, INSTALLED ON A CONCRETE BASE WITH L-867D 24" DEEP BASE CAN(S), PROPERLY SIZED L-830 TRANSFORMER(S) AND L-823 CONNECTORS. SEE SIGN SCHEDULE.
	L-858Y, AND L-858R NON-LIGHTED SIGNAGE, INSTALLED ON A CONCRETE BASE. SEE SIGN SCHEDULE.
	L-861T(L), OMNIDIRECTIONAL, BLUE, LED MITL T/W EDGE LIGHT, MOUNTED ON A SINGLE PIECE L-867B/D DEEP BASE CAN WITH A "CORTEN" OR ACCEPTED EQUIVALENT BASE PLATE, PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. THE OVERALL HEIGHT SHALL BE 14"
A	L-861T(L), OMNIDIRECTIONAL, BLUE, LED MITL T/W EDGE LIGHT, MOUNTED ON A TELESCOPING L-867B/D DEEP BASE CAN WITH A "CORTEN" OR ACCEPTED EQUIVALENT BASE PLATE, PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. THE OVERALL HEIGHT SHALL BE 14"
G G	L-861, BIDIRECTIONAL, GREEN/OBSCURED, QUARTZ RUNWAY DISPLACED THRESHOLD LIGHT, MOUNTED ON A TELESCOPING L-867B/D DEEP BASE CAN WITH A "CORTEN" OR ACCEPTED EQUIVALENT BASE PLATE, PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. THE OVERALL HEIGHT SHALL BE 14".
G Y	L-861, BIDIRECTIONAL, GREEN/YELLOW, QUARTZ RUNWAY DISPLACED THRESHOLD LIGHT, MOUNTED ON A TELESCOPING L-867B/D DEEP BASE CAN WITH A "CORTEN" OR ACCEPTED EQUIVALENT BASE PLATE, PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. THE OVERALL HEIGHT SHALL BE 14".
R R	L-862, BIDIRECTIONAL, RED/RED, QUARTZ RUNWAY END LIGHT, MOUNTED ON A TELESCOPING L-867B/D DEEP BASE CAN WITH A "CORTEN" OR ACCEPTED EQUIVALENT BASE PLATE, PROPERLY SIZED L-830 TRANSFORMER AND L-823 CONNECTORS. THE OVERALL HEIGHT SHALL BE 14".
D	L-867D, 16" DIAMETER 24" DEEP BASE CAN WITH 1/2" GALVANIZED STEEL BLANK COVER AND GASKET, SECURED WITH STAINLESS STEEL BOLTS WITH 6" P-610 INSTALLED IN TURF OR PAVEMENT.
B	L-867B, BASE CAN COVER. 1/2" GALVANIZED STEEL BLANK COVER AND GASKET MOUNTED ON AN EXISITING L-867B, 12" DIA. BASE CAN, SECURED WITH STAINLESS STEEL BOLTS.
JP	JUNCTION CAN PLAZA, SIZE AS NOTED ON PLANS COMPLETE AND INSTALLED WITH ALL APPURTENANCES.
	INDICATES CUT-SECTION. SEE PLAN SHEETS FOR DETAILS.
XXXX LA	FIELD LIGHTNING ARRESTOR ASSEMBLY RATED 25,000 AMP (8/20mu SECOND DISCHARGE). ADD INTERNAL GROUND LUG TO BASE CAN CONTAINING FIELD LIGHTNING ARRESTOR ASSEMBLY. A BRASS ID MARKER SHALL BE INSTALLED AT EACH BASE CAN OR MANHOLE ENCLOSING A FIELD LIGHTNING ARRESTOR. ID MARKER SHALL BE STAMPED "LA" AND CIRCUIT NUMBER IN 3/8" LETTERS. "XXXX" DENOTES CIRCUITS IN WHICH FIELD LIGHTNING ARRESTORS ARE INSTALLED. "X" DENOTES PRIMARY OR RETURN CIRCUIT IN WHICH FIELD LIGHTNING ARRESTORS ARE INSTALLED.
	3/4" DIAMETER X 10' COPPER CLAD SECTIONALIZED STEEL GROUND ROD. THE GROUND ROD SHALL HAVE EARTH RESISTANCE OF 10 OHMS PRIOR TO CONNECTION OF THE GROUND GRID OR COUNTERPOISE CONDUCTORS.
]	CAP OR PLUG END OF CONDUIT. INCIDENTAL TO CONDUIT/DUCT WORK.
× ×	DEMOLISH. REMOVE CABLE, DEMOLISH SIGN BASES, DEMOLISHED ITEMS BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT.

SYMBOL	EXISTING ITEM DESCRIPTION
	EXISTING L-807, WINDCONE.
	EXISTING L-858B, Y,R,L AIRFIELD SIGN.
	EXISTING L-858Y, UNLIT AIRFIELD SIGN.
	EXISTING L-861T, OMNIDIRECTIONAL, BLUE, MITL T/W EDGE LIGHT.
W W	EXISTING L-861, RUNWAY EDGE LIGHT CLEAR/CLEAR, ELEVATED FIXTURE.
W Y	EXISTING L-861, RUNWAY EDGE LIGHT, CLEAR/YELLOW, ELEVATED FIXTURE.
R Y	EXISTING L-861, RUNWAY EDGE LIGHT, RED/YELLOW, ELEVATED FIXTURE.
R G	EXISTING L-861, RUNWAY EDGE LIGHT, RED/GREEN, ELEVATED FIXTURE.
R R	EXISTING L-861E, THRESHOLD LIGHT, RED/RED, ELEVATED FIXTURE.
G Y	EXISTING L-861E, DISPLACED THRESHOLD LIGHT, GREEN/YELLOW ELEVATED FIXTURE.
	EXISTING L-880 PAPI
JC	EXISTING MANHOLE/HANDHOLE. SEE DETAIL SHEETS MH-XXX/HH-XXX ARE UNIQUE IDENTIFICATION NOS.
	EXISTING JUNCTION CAN PLAZA
	EXISTING AWOS SYSTEM

PROPOSED LINETYPE DESCRIPTION

LINETYPE

PROPOSED AIRFIELD LIGHTING CONDUIT

PROPOSED AIRFIELD LIGHTING MULTIWAY DUCT BANK
XWX

PROPOSED AIRFIELD LIGHTING MULTIWAY DUCT BANK UNDER PAVEMENT
XWX

EXISTING LINETYPE DESCRIPTION

LINETYPE

EXISTING AIRFIELD LIGHTING CONDUIT

EXISTING AIRFIELD LIGHTING MULTIWAY DUCT BANK
XWX

EXISTING CONCRETE ENCASED DUCT

EXISTING ELECTRICAL UTILITY POWER
UGE UGE UGE UGE UGE

RUNWAY SAFETY AREA
RSA RSA RSA RSA RSA

RUNWAY OBJECT FREE AREA
ROFA ROFA ROFA

TAXIWAY SAFETY AREA
TSA TSA TSA TSA TSA TSA

TAXIWAY OBJECT FREE AREA
TOFA TOFA TOFA TOFA

EXISTING WATER MAIN
WM WM WM WM WM

EXISTING FIBER OPTIC CABLE
FIBR FIBR

MODIFIER DESCRIPTION

MODIFIER	DESCRIPTION
A	DENOTES INSTALLATION OF A FIXTURE ON A BASE CAN IN EXISTING ASPHALT PAVEMENT WITH OR WITHOUT MILL AND OVERLAY ACTIVITIES. SEMIFLUSH FIXTURES SHALL BE INSTALLED UTILIZING A TWO PIECE BASE CAN AND 3/4" NOMINAL SPACER RING WITH CONCRETE RING. ELEVATED FIXTURE SHALL BE INSTALLED UTILIZING A TELESCOPING BASE CAN. SEE DETAILS.
NE	DENOTES INSTALLATION OF A FIXTURE ON AN EXISTING BASE CAN IN AREAS WHERE NO PAVING ACTIVITIES OCCUR OR WHERE SEAL COATING OCCURS. THE EXISTING BASE CANS IN THESE AREAS DO NOT REQUIRE HEIGHT EXTENSIONS. THE FIXTURES SHALL NOT BE INSTALLED UNTIL SEAL COATING ACTIVITIES ARE COMPLETE.
NU	DENOTES NEW UNLIGHTED SIGN WITH SIGN PANELS AND APPURTENANCES INSTALLED ON A NEW CONCRETE SIGN BASE.

*** NOTE: MODIFIERS ARE USED IN COMBINATION WITH SYMBOLS PROVIDED IN THE ELECTRICAL LEGEND TO ASSIST THE CONTRACTOR IN IDENTIFICATION OF THE COMPLETE SCOPE OF WORK INVOLVED WITHIN EACH AREA OF THE PROJECT. SEE LEGEND TO DETERMINE IF FIXTURE IS REQUIRED TO BE LED TYPE. THE TERM "TOP CAN SECTION" IS GENERICALLY USED TO DESCRIBE A TOP CAN SECTION, MIDDLE CAN SECTION, BASE CAN EXTENSION AND OTHER SIMILAR COMPONENTS. THE CONTRACTOR IS RESPONSIBLE TO IDENTIFY AND MEASURE THE SPECIFIC COMPONENT REQUIRED TO PROPERLY ADJUST THE BASE CAN HEIGHT IN ACCORDANCE WITH FAA REQUIREMENTS. ALL ITEMS ARE NEW AND UNUSED UNLESS SPECIFICALLY NOTED OTHERWISE. EXISTING FIXTURES ETC. ARE REMOVED AND PAID FOR UNDER THE DEMOLITION PAY ITEM. SEE NOTES.

PRIOR TO INITIATION OF ANY CONSTRUCTION IN THE FIELD, THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE (RETURN RECEIPT REQUESTED) TO EACH OF THE AREA UTILITY COMPANIES ALONG WITH THE VARIOUS DEPARTMENTS OF THE AIRPORT AUTHORITY AS PRESCRIBED BY STATE LAW. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH A COPY OF THE RECEIPT OF SAID WRITTEN NOTIFICATION TO EACH OF THE UTILITY COMPANIES OR AIRPORT AUTHORITY. THIS REQUIREMENT IS IN ADDITION TO ANY OTHER STATE LAWS REGARDING PUBLIC NOTIFICATION PRIOR TO EXCAVATION.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD ELECTRICAL LEGEND AND ABBREVIATIONS

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FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704E002

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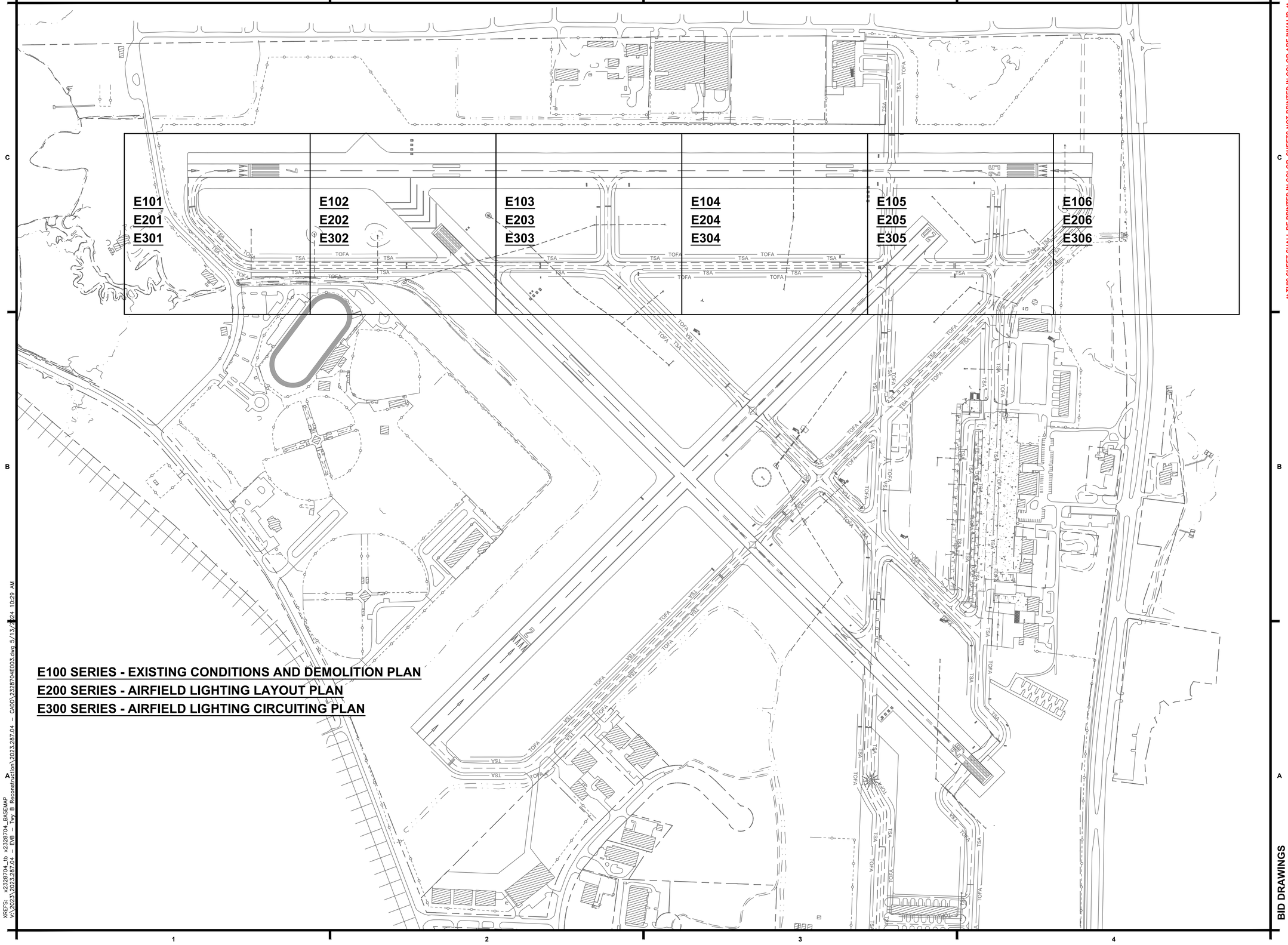

E100 SERIES - EXISTING CONDITIONS AND DEMOLITION PLAN
E200 SERIES - AIRFIELD LIGHTING LAYOUT PLAN
E300 SERIES - AIRFIELD LIGHTING CIRCUITING PLAN

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AIRFIELD ELECTRICAL KEY PLAN

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FOREIGN OBJECT DEBRIS NOTES:

1. FOREIGN OBJECT DEBRIS (FOD): WASTE AND LOOSE MATERIALS, COMMONLY REFERRED TO AS FOD, ARE CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEARS, PROPELLERS, AND JET ENGINES. CONTRACTOR SHALL NOT LEAVE OR PLACE FOD ON OR NEAR ACTIVE AIRCRAFT MOVEMENT AREAS. MATERIALS TRACKED ONTO THESE AREAS MUST BE CONTINUOUSLY REMOVED DURING THE CONSTRUCTION PROJECT. THE CONTRACTOR SHALL ALSO CAREFULLY CONTROL AND CONTINUOUSLY REMOVE WASTE OR LOOSE MATERIALS THAT MIGHT ATTRACT WILDLIFE.
2. THE CONTRACTOR'S MEANS AND METHODS SHALL BE ESTABLISHED SUCH THAT THE GENERATION OF FOD IS MINIMIZED. THE CONTRACTOR SHALL IMMEDIATELY CLEAN OR REMOVE ALL FOD CAUSED BY THE CONTRACTORS ACTIVITIES FROM THE AOA.
3. FOD, NOT CAUSED BY THE CONTRACTOR'S ACTIVITIES, BUT DISCOVERED BY THE CONTRACTOR IN THE COURSE OF THE CONTRACTOR'S DUTIES SHALL BE REPORTED TO RPR. FOD THAT IS SMALL ENOUGH TO BE PICKED UP BY HAND SHALL BE PICKED UP AND REMOVED BY THE OBSERVING PERSON.
4. AS A PART OF THE CONTRACTOR'S EXCAVATION ACTIVITIES, PIECES OF CONCRETE, METAL, PIPE, ROCKS, DIRT CLODS, ETC WILL BE UNCOVERED. THE CONTRACTOR SHALL PROVIDE THE NECESSARY PERSONNEL TO PICK UP ALL PIECES OF CONCRETE, METAL, PIPE, ROCKS, DIRT CLODS, ETC. 1/2" IN DIAMETER OR LARGER THAT ARE UNCOVERED, AND SHALL PROPERLY DISPOSE OF THE DEBRIS.
5. THE CONTRACTOR IS REQUIRED TO MAINTAIN A POWER SWEEPER ON SITE AT ALL TIMES AND SHALL MAINTAIN CLEAN WORK AREAS AND CROSSINGS AT ALL TIMES.
6. FOD REMOVAL SHALL BE CONSIDERED INCIDENTAL TO THE PAY ITEMS PROVIDED IN THE CONTRACT DOCUMENTS.





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FOD MITIGATION DETAILS AND NOTES

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AIRFIELD DEMOLITION NOTES:

1. SEE SHEET E001 AND E002 FOR GENERAL NOTES AND SYMBOL LEGEND.
2. NOTES IN THIS SECTION APPLY TO ALL 100 SERIES DEMOLITION SHEETS.
3. ELECTRICAL DEMOLITION WORK SHALL BE LIMITED TO THE AREAS AND SCHEDULES IDENTIFIED IN THE APPROVED PHASING PLANS. CONTRACTOR SHALL MAINTAIN OPERATIONAL STATUS OF RUNWAY – TAXIWAY LIGHTING SYSTEMS UNTIL PERMISSION FROM PROJECT MANAGER IS GRANTED TO DEMOLISH. DEMOLITION SHALL BE PHASED AS REQUIRED TO MAINTAIN AIRPORT OPERATIONS.
4. PROTECT EXISTING SYSTEMS/COMPONENTS AND ITEMS TO REMAIN.
5. WITHIN PROJECT LIMIT, REMOVE EXISTING FIXTURES AND BASE PLATES AND TURN OVER TO OWNER FOR FIRST RIGHT OF REFUSAL. ANY ITEMS NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR. DEMOLISH BASE PLATES, BASE CANS, SPACER RINGS, L–824 CABLES, DUCTS, SIGN PADS, L–830 TRANSFORMERS, ETC AS NOTED. ALL DEMOLISHED ITEMS NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR FOR DISPOSAL. REMOVED ITEMS SHALL NOT BE REUSED IN THE NEW WORK.
6. ALL DEMOLISHED COMPONENTS AND MATERIALS SHALL BE LEGALLY DISPOSED OF OFF AIRPORT PROPERTY BY THE CONTRACTOR.
7. WITHIN PROJECT LIMIT, REMOVE EXISTING L–824 CONDUCTOR FROM EXISTING FIXTURE TO FIXTURE BEING REMOVED AND PROTECT EXISTING CONDUIT AND COUNTERPOISE TO BE EXTENDED INTO THE NEW WORK AREA. NEW CABLE SHALL BE PROVIDED BETWEEN EXISTING FIXTURE AND NEW FIXTURE. SEE AIRFIELD LIGHTING CIRCUITING SHEETS.
8. SECURE COVERS ON ALL BASE CANS, JCPS, ETC. ONCE CONDUIT/DUCT AND BASE CANS HAVE BEEN CLEANED. BASE CANS, JCPS, ETC. MAY BE OPENED FOR WORK ACTIVITIES BUT SHALL BE CLOSED IMMEDIATELY AFTER ACTIVITY IS COMPLETED. ALL BASE CAN THREADED HOLES SHALL BE TAPPED, AND ALL HARDWARE SHALL BE REPLACED. ALL DAMAGED BASE CAN, FIXTURE AND COVER ATTACHMENT HOLES SHALL BE REPAIRED BEFORE CLOSING. BASE CANS, MANHOLES ETC. AND ASSOCIATED CONDUITS/DUCTS, FOUND OPEN SHALL BE RECLEANED AT THE CONTRACTOR'S EXPENSE.
9. DURING THE DEMOLITION PHASE AND PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THAT FUNCTIONAL RACEWAY EXISTS FROM BASE CAN TO BASE CAN, TO CIRCUIT THE AIRFIELD LIGHTING AS SHOWN ON THE CIRCUITING PLANS. SHOULD ADDITIONAL RACEWAY NEED TO BE INSTALLED THE CONTRACTOR SHALL INSTALL THE RACEWAY PRIOR TO THE PAVING OPERATIONS. THE CONTRACTOR SHALL CERTIFY IN WRITING TO THE OWNER PRIOR TO PAVING OPERATIONS THAT FUNCTIONAL RACEWAY EXISTS AND IS PROPERLY ROUTED TO PROVIDE FOR CIRCUITING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

AIRFIELD LIGHTING LAYOUT NOTES:

1. SEE SHEET E001 AND E002 FOR GENERAL NOTES AND SYMBOL LEGEND.
2. NOTES IN THIS SECTION APPLY TO ALL 200 SERIES LAYOUT SHEETS.
3. SEE CONTRACT DETAILS AND CONTRACT SPECIFICATIONS SECTION L–125 FOR ADDITIONAL INFORMATION REGARDING INSTALLATION OF LIGHT FIXTURES AND SIGNS.
4. ALL FIXTURES, SIGNS, BASE CANS, ETC., SHALL BE INSTALLED AS SHOWN ON THE CONTRACT DOCUMENTS OR ACCEPTED SHOP DRAWINGS AND IN ACCORDANCE WITH THE APPLICABLE FAA ADVISORY CIRCULARS AND MANUFACTURERS' RECOMMENDATIONS. SURVEY INSTRUMENTS SHALL BE USED TO POSITION ALL ITEMS TO INSURE PRECISE ORIENTATION. TOLERANCES GIVEN IN THE FAA ADVISORY CIRCULARS AND THE CONTRACT DOCUMENTS SHALL NOT BE EXCEEDED. WHERE NO TOLERANCE IS GIVEN, NO DEVIATION IS PERMITTED. ITEMS NOT INSTALLED IN ACCORDANCE WITH THE FAA ADVISORY CIRCULARS AND THE CONTRACT DOCUMENTS SHALL BE REPLACED BY AND AT THE EXPENSE OF THE CONTRACTOR.
5. POSITION SIGNS WITH SURVEY INSTRUMENTS AS INDICATED IN THE CONTRACT DOCUMENTS. STAKE LOCATION OF ALL SIGNS PRIOR TO INSTALLATION TO DEMONSTRATE ACCURACY OF LAYOUT, SPACING INTERVALS, AND COORDINATION WITH SITE FEATURES. BRING CONFLICTS TO THE ATTENTION OF THE ENGINEER. ALLOW 5 CALENDAR DAYS FOR A RESOLUTION. SIGNS SHALL BE ORIENTED AT 90 DEGREES TO THE DIRECTION OF THE TAXING PATH FROM WHICH IT IS VIEWED, UNLESS NOTED OTHERWISE.
6. POSITION ALL BASE CANS WITH SURVEY INSTRUMENTS AS INDICATED IN THE CONTRACT DOCUMENTS. STAKE LOCATION OF ALL BASE CANS PRIOR TO INSTALLATION TO DEMONSTRATE ACCURACY OF LAYOUT, SPACING INTERVALS, AND COORDINATION WITH PAVING JOINTS AND SITE FEATURES. BRING CONFLICTS TO THE ATTENTION OF THE ENGINEER. ALLOW 5 CALENDAR DAYS FOR A RESOLUTION.
7. TAXIWAY EDGE LIGHT UNITS DISTANCE FROM EDGE OF TAXIWAY STRIPE OR DEFINED EDGE OF PAVEMENT SHALL BE 10 FEET. ON STRAIGHT SECTIONS, THEY SHALL BE OPTICALLY IN LINE WHEN SIGHTED FROM EITHER END OF A STRAIGHT SECTION. BASE CANS FOR EDGE LIGHT UNITS SHALL BE INSTALLED AT THE DESIGNATED LOCATIONS WITH TOP FLANGES AT THE REQUIRED ELEVATION AND WITHIN 2 DEGREES OF LEVEL. ALL ELEVATED EDGE LIGHTS SHALL BE INSTALLED AT AN EQUAL HEIGHT ABOVE GRADE NOT TO EXCEED 14 INCHES.
8. EXISTING RUNWAY LIGHTING SYSTEMS SHALL REMAIN IN PLACE WHILE PROPOSED TAXIWAY LIGHTING IS BEING INSTALLED. RUNWAY LIGHTING SYSTEM SHALL BE PRESERVED AND PROTECTED UNTIL THE PROPOSED TAXIWAY LIGHTING SYSTEM IS APPROVED, TESTED, AND CONFIRMED TO BE OPERATIONAL.

AIRFIELD CIRCUITING NOTES:

1. SEE SHEET E001 AND E002 FOR GENERAL NOTES AND SYMBOL LEGEND.
2. NOTES IN THIS SECTION APPLY TO ALL 300 SERIES CIRCUITING SHEETS.
3. AIRFIELD LIGHTING SHALL REMAIN IN SERVICE DURING CONSTRUCTION.
4. SEE CONTRACT DETAILS AND CONTRACT SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING INSTALLATION OF LIGHT FIXTURES, SIGNS, ASSOCIATED CONDUIT, CABLE AND APPURTENANCES.
5. AIRFIELD LIGHTING FIXTURES SHALL BE CONNECTED IN THE SERIES CIRCUIT IN THE SEQUENCE SHOWN IN THE CONTRACT DOCUMENTS. THE 'RETURN' CONDUCTOR SHALL NOT BE CONNECTED TO ANY AIRFIELD LIGHTING FIXTURES. SEE SPECIFICATION SP–111 FOR FURTHER DETAILS.
6. EACH FIELD LIGHTNING ARRESTOR ASSEMBLY SHALL BE INDIVIDUALLY BONDED TO THE BASE CAN WITH A #2 AWG STRANDED COPPER, GREEN THWN–2 INSULATED BONDING JUMPER. THE WIRE SHALL CONFORM TO ASTM B3, ASTM B8 AND ASTM B33.
7. EACH SIGN SHALL BE BONDED TO THE SIGN GROUND ROD WITH A #2 AWG STRANDED COPPER, GREEN THWN–2 INSULATED BONDING JUMPER. THE WIRE SHALL CONFORM TO ASTM B3, ASTM B8 AND ASTM B33. THE SIGN BONDING JUMPER SHALL BE SIX INCHES LONGER THAN THE SIGN TETHERS TO ALLOW THE TETHERS TO PROPERLY OPERATE.
8. THE CONTRACTOR SHALL MANDREL EACH INDIVIDUAL NEW CONDUIT AND EACH EXISTING CONDUIT TO BE UTILIZED IN THE PROJECT.
9. EACH FIXTURE SHALL BE INDIVIDUALLY BONDED TO THE BASE CAN WITH A #6 AWG STRANDED COPPER, GREEN THWN–2 INSULATED BONDING JUMPER. THE WIRE SHALL CONFORM TO ASTM B3, ASTM B8 AND ASTM B33.
10. SPECIFICATION SECTION SP–111 REQUIRES SPECIFIC TESTING TO BE PERFORMED, RECORDED AND SUBMITTED AS PART OF THE CLOSE OUT DOCUMENTS. SEE SPECIFICATION SP–106 AND SP–111 FOR DETAILS OF TESTING AND SUBMITTAL REQUIREMENTS.
11. WHENEVER A NEW L–823 COMPLETE KIT OR SUPERKIT IS INSTALLED ON A CONDUCTOR, A COMPLETE KIT OR SUPERKIT SHALL BE INSTALLED ON THE MATING CONDUCTOR. A L–823 SUPERKIT OR COMPLETE KIT SHALL NOT BE CONNECTED TO A STANDARD L–823 CONNECTOR.
12. THE CONTRACTOR SHALL SWAB OUT ALL CONDUITS/DUCTS AND CLEAN ALL BASE CAN, MANHOLE, PULL BOXES, ETC. INTERIORS IMMEDIATELY PRIOR TO PULLING CABLE. ONCE CLEANED AND SWABBED THE BASE CANS, MANHOLE, PULL BOXES, ETC. AND ALL ACCESSIBLE POINTS OF ENTRY TO THE DUCT/CONDUIT SYSTEM SHALL BE KEPT CLOSED EXCEPT WHEN INSTALLING CABLES. CLEANING OF DUCTS, BASE CANS, MANHOLES, ETC. IS INCIDENTAL TO THE CABLE INSTALLATION PAY ITEM. ALL RACEWAY SYSTEMS LEFT OPEN, AFTER INITIAL CLEANING, FOR ANY REASON SHALL BE RECLEANED AT THE CONTRACTOR'S EXPENSE. ALL ACCESSIBLE POINTS SHALL BE KEPT CLOSED WHEN NOT INSTALLING CABLE. THE CONTRACTOR SHALL VERIFY EXISTING DUCTS PROPOSED FOR USE IN THIS PROJECT AS CLEAR AND OPEN. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY BLOCKAGE IN THE EXISTING DUCTS.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD GENERAL NOTES

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DRAWING
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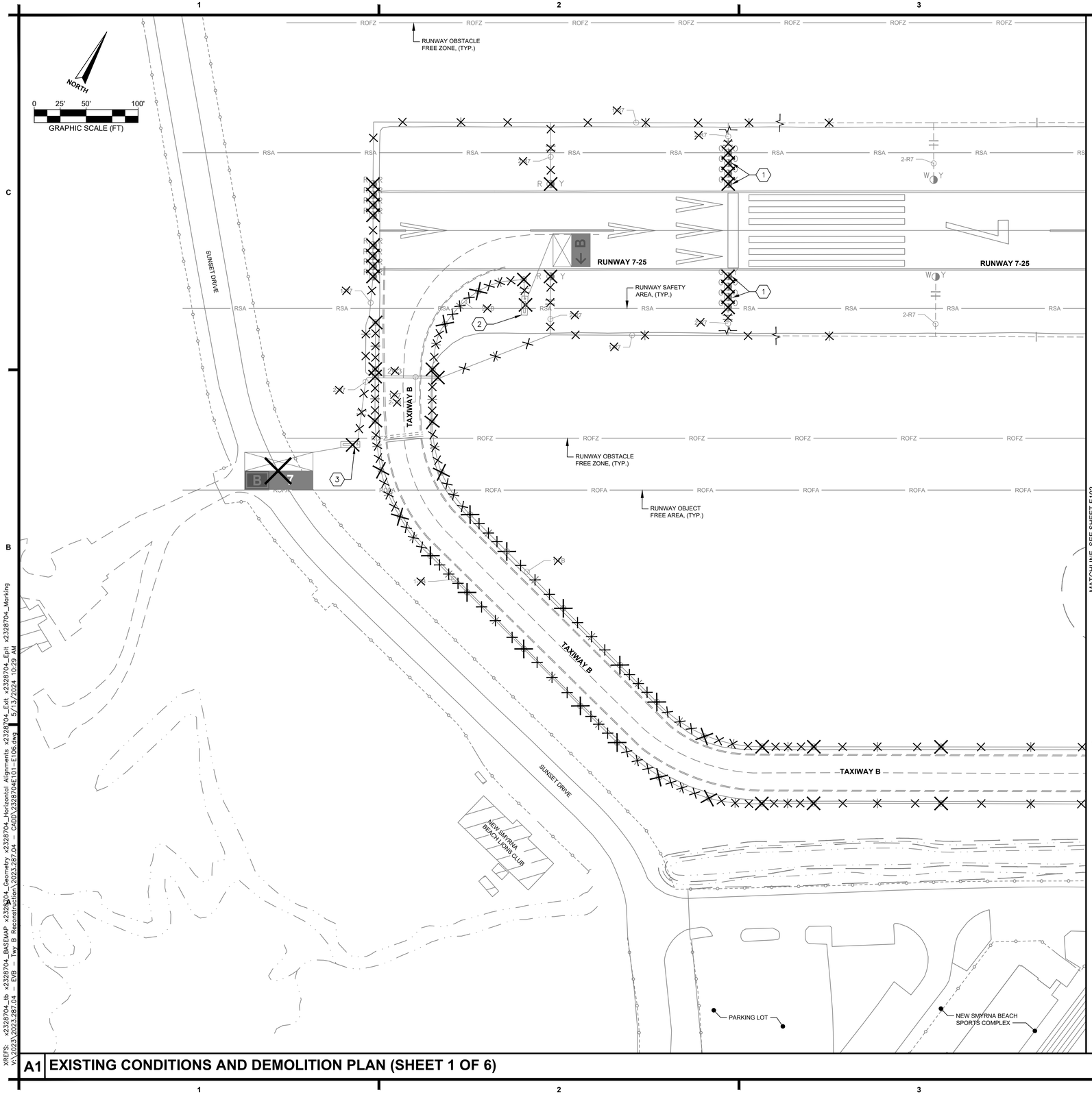


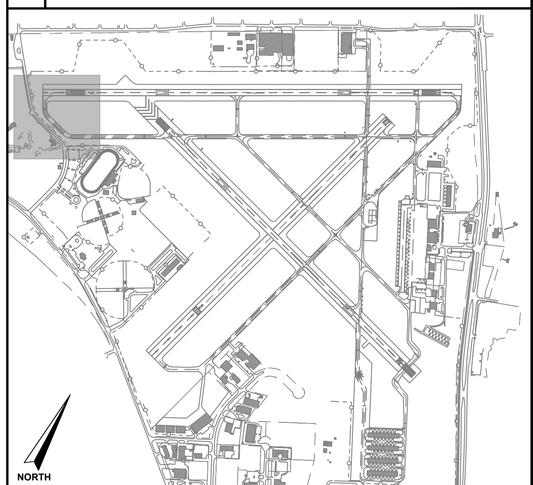
KEYNOTES:

1. RUNWAY DISPLACED THRESHOLD LIGHTS TO BE REMOVED, BASE CAN KEPT IN PLACE AND COVERED. (TYP.)
2. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING AND PANELS. DEMOLISH CONCRETE PAD AND ALL APPURTENANCES.
3. SIGN PAD, HOUSING, PANELS, AND ALL APPURTENANCES TO BE DESTROYED.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 1 OF 6)

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 1 OF 6)

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E101

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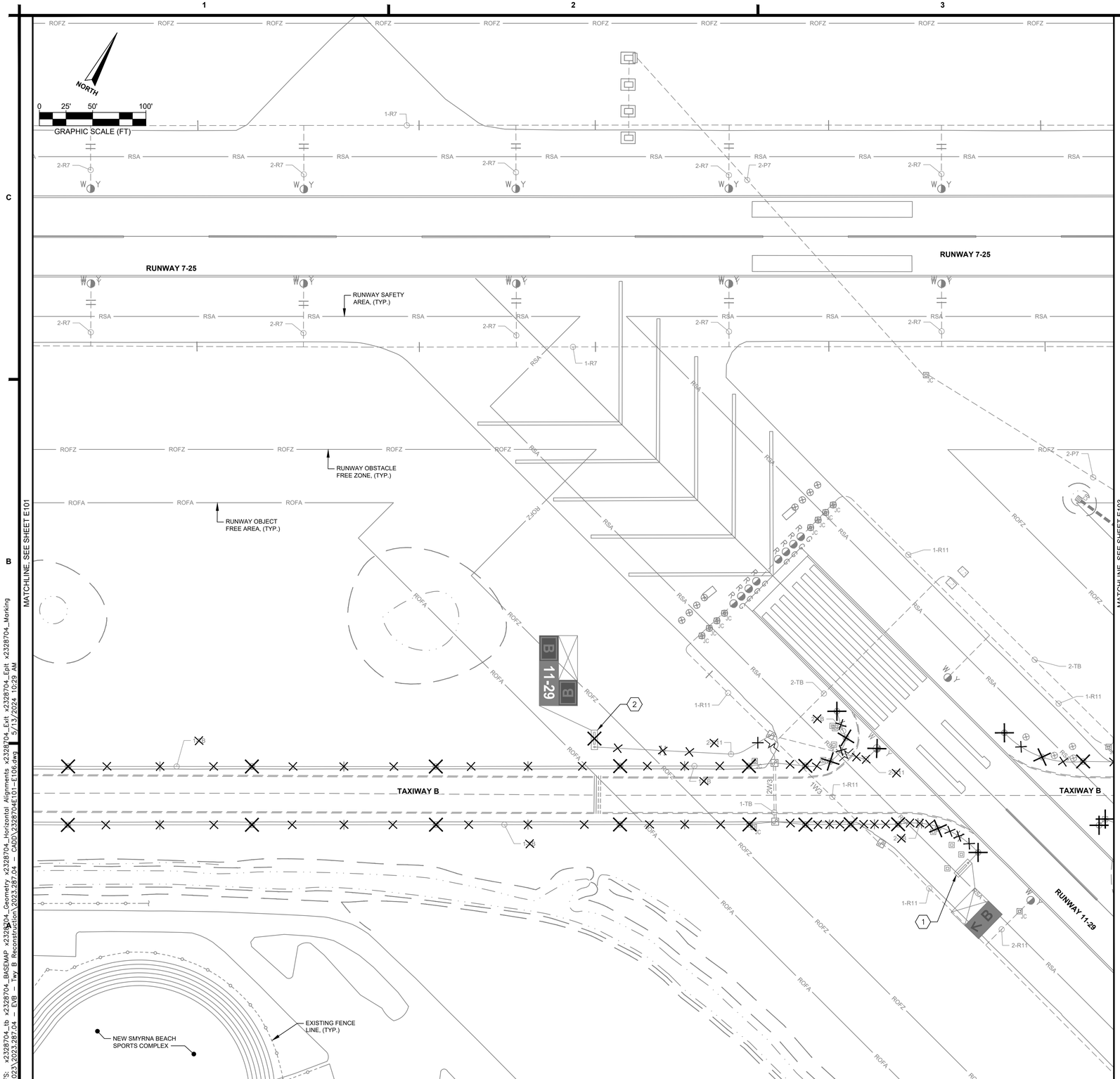


A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 2 OF 6)

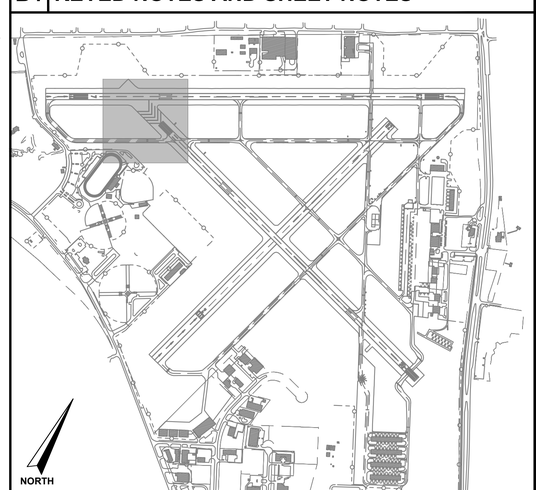
KEYNOTES:

1. RUNWAY SIGN TO BE PROTECTED AND PRESERVED.
2. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING AND PANELS. DEMOLISH CONCRETE PAD AND ALL APPURTENANCES.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 2 OF 6)

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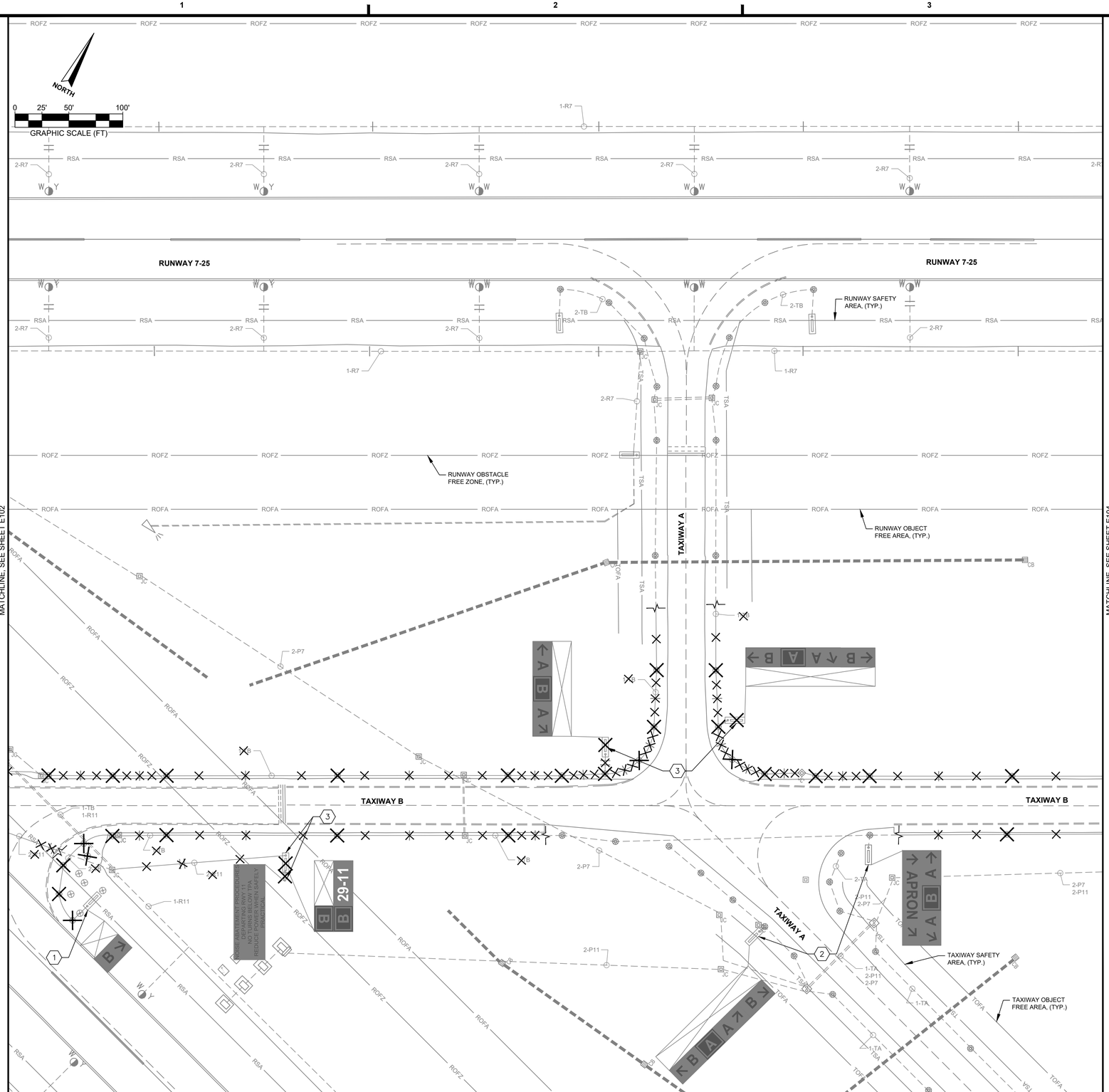


A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 3 OF 6)

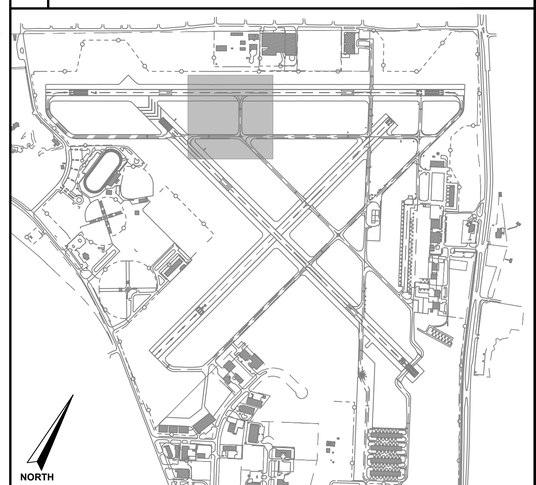
KEYNOTES:

1. RUNWAY SIGN TO BE PROTECTED AND PRESERVED.
2. TAXIWAY SIGNS TO BE PROTECTED AND PRESERVED.
3. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING AND PANELS. DEMOLISH CONCRETE PAD AND ALL APPURTENANCES.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 3 OF 6)

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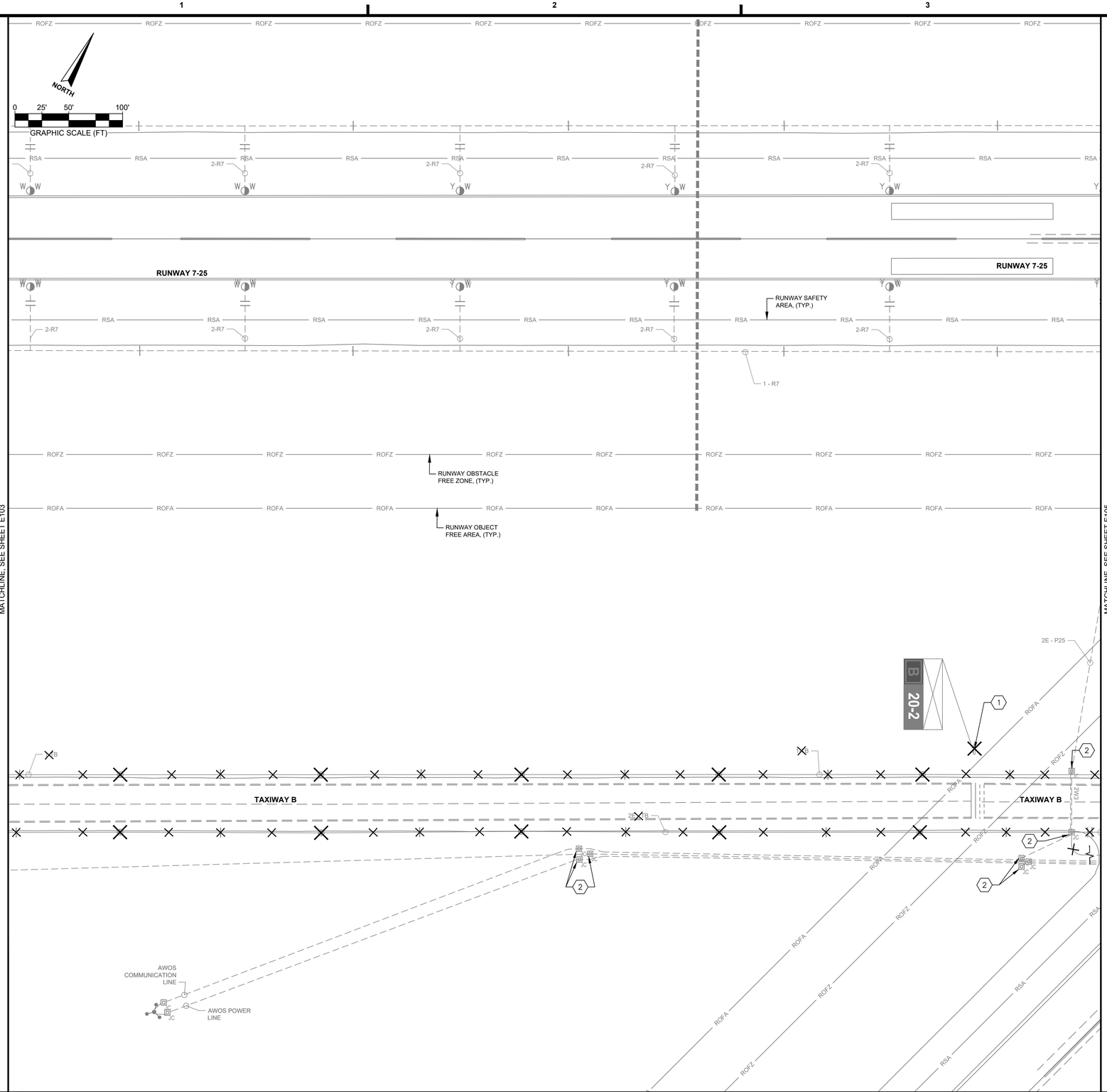


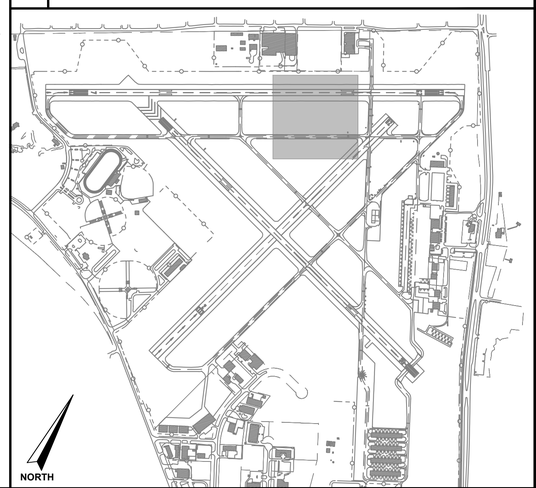
KEYNOTES:

1. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING AND PANELS. DEMOLISH CONCRETE PAD AND ALL APPURTENANCES.
2. PRESERVE AND PROTECT PAPI JCP, CONDUIT, AND ALL APPURTENANCES IN WORK AREA.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

B4 KEYED NOTES AND SHEET NOTES



A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 4 OF 6)

A4 KEY PLAN

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EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 4 OF 6)

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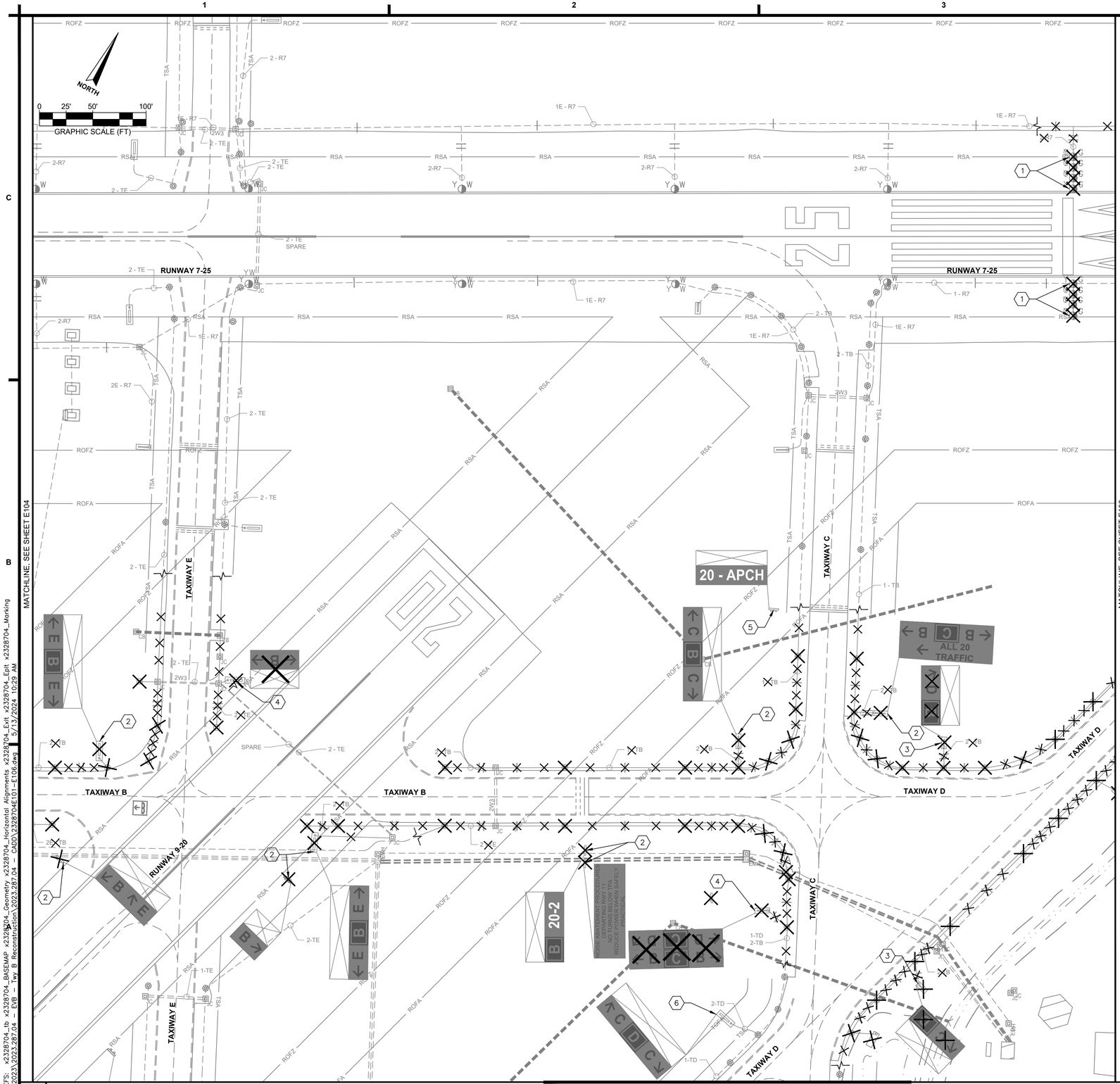


A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 5 OF 6)

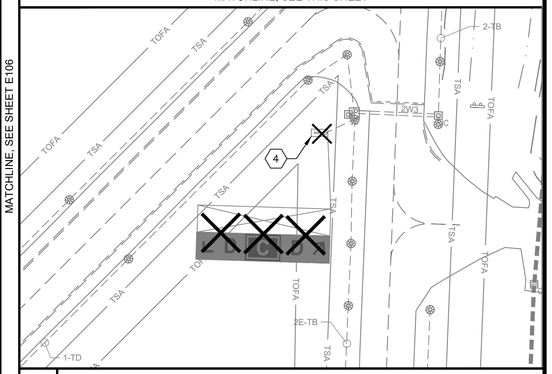
KEYNOTES:

1. RUNWAY DISPLACED THRESHOLD LIGHTS TO BE REMOVED, BASE CAN KEPT IN PLACE AND COVERED. (TYP.)
2. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING AND PANELS.
3. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING. PANELS TO BE CHANGED.
4. SIGN PAD, HOUSING, PANELS, AND ALL APPURTENANCES TO BE DESTROYED.
5. RUNWAY SIGN AND PAD TO BE PROTECTED AND PRESERVED.
6. TAXIWAY SIGN AND PAD TO BE PROTECTED AND PRESERVED.

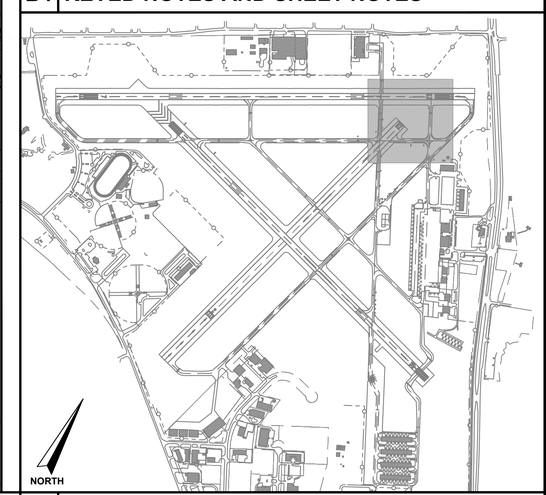
NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

MATCHLINE, SEE THIS SHEET



B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 5 OF 6)

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DRAWN BY:	KF
CHECKED BY:	MAG
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704E101-E106

DRAWING
E105

BID DRAWINGS

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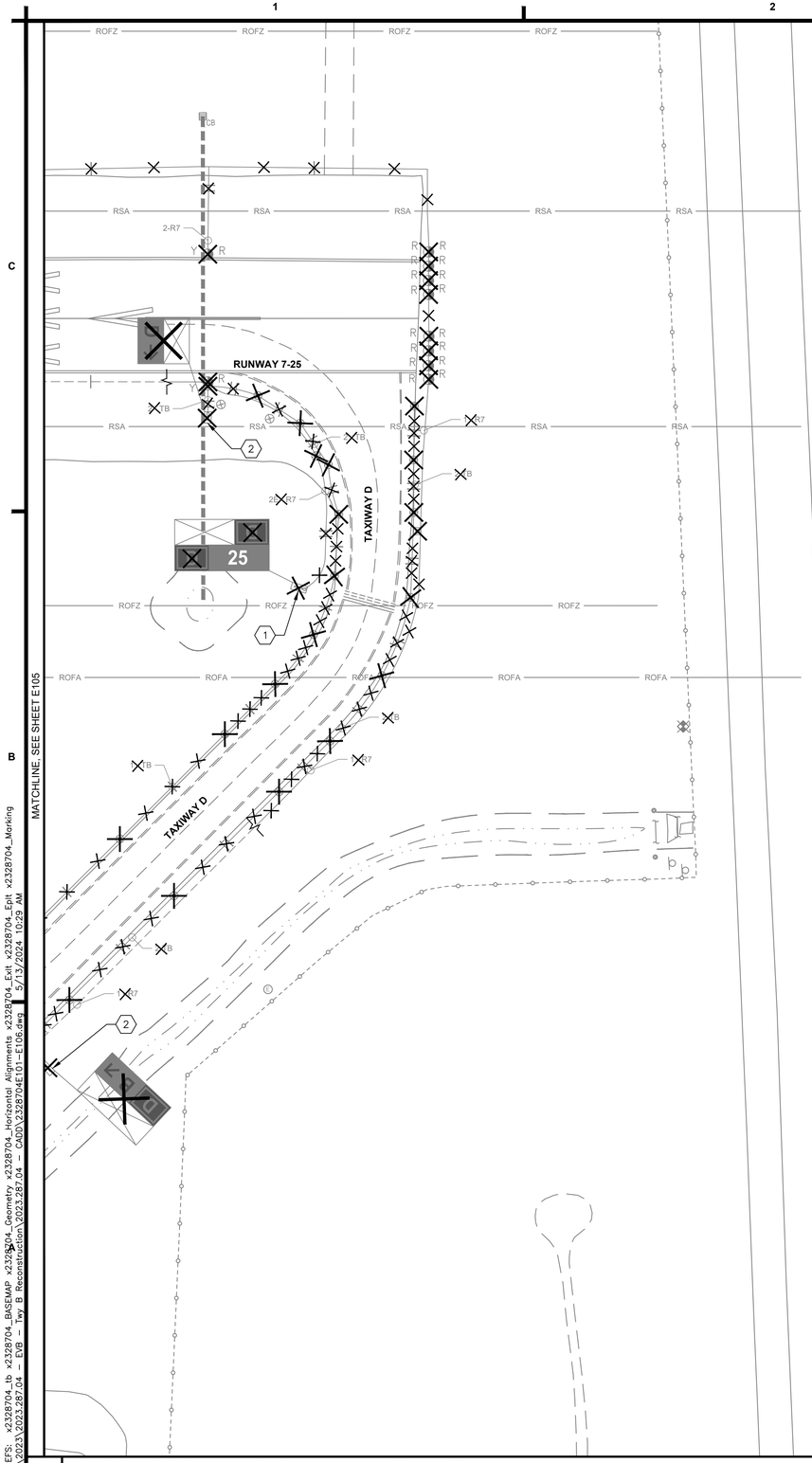
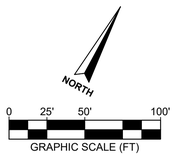




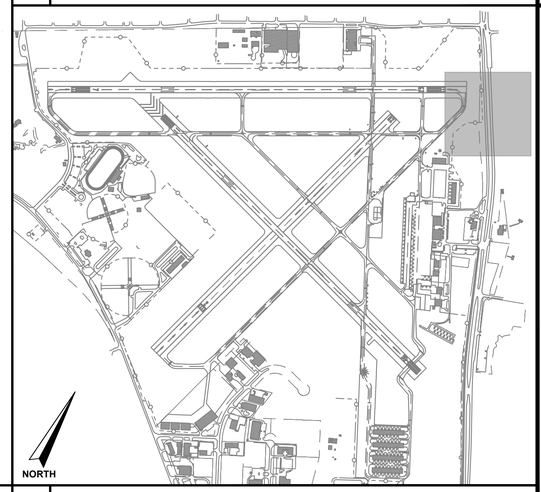
KEYNOTES:

1. SIGN TO BE RELOCATED ON A NEW SIGN PAD, PRESERVE AND PROTECT SIGN HOUSING. PANELS TO BE CHANGED. DEMOLISH CONCRETE PAD AND ALL APPURTENANCES.
2. SIGN PAD, HOUSING, PANELS, AND ALL APPURTENANCES TO BE DESTROYED.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD DEMOLITION NOTES.

B4 KEYED NOTES AND SHEET NOTES



A1 EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 6 OF 6)

A4 KEY PLAN

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS AND DEMOLITION PLAN (SHEET 6 OF 6)

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DRAWING
E106

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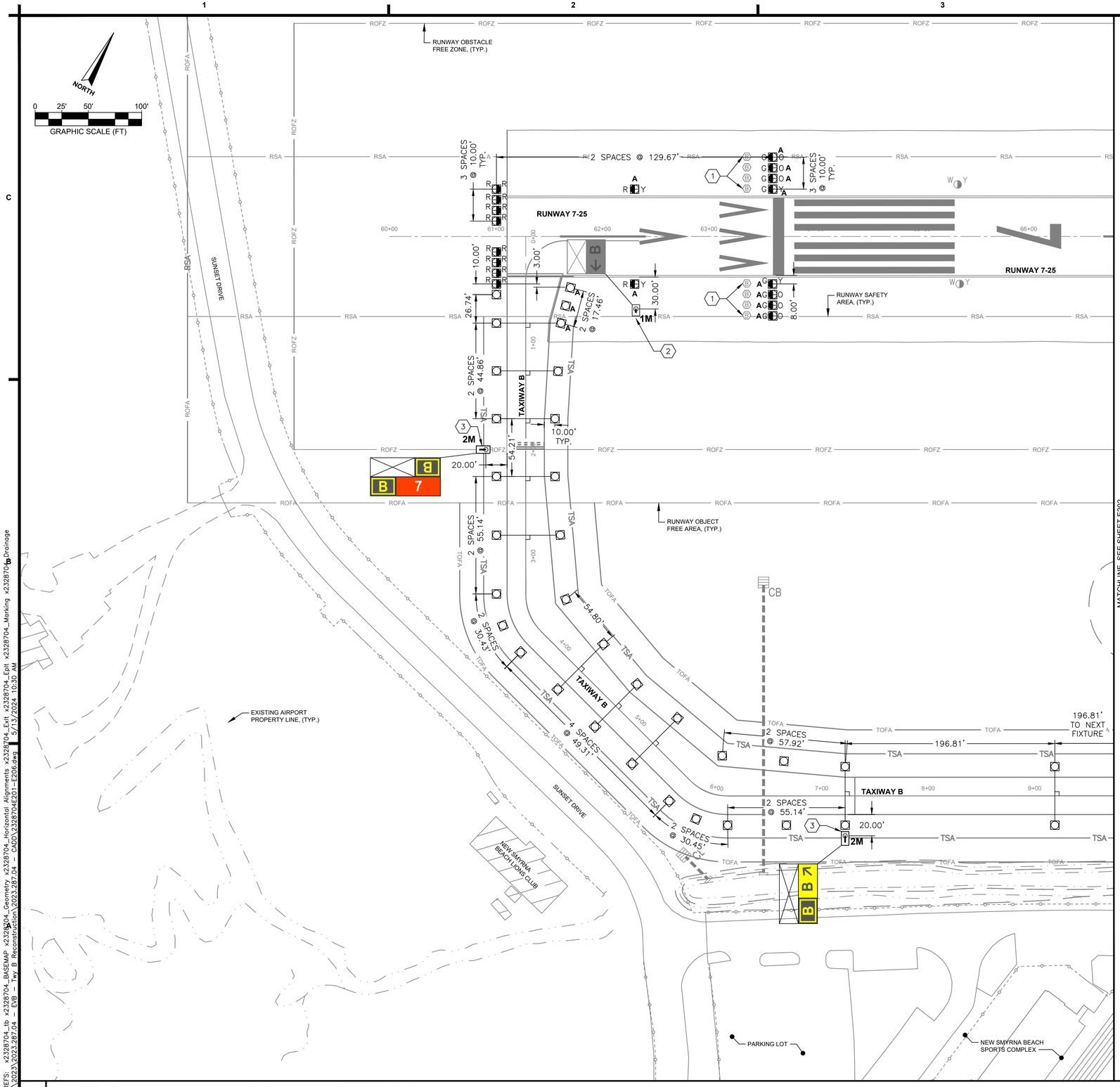


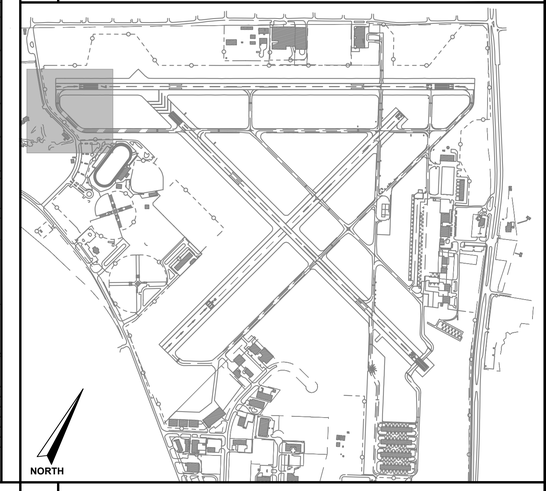
KEYNOTES:

1. BASE CANS TO BE COVERED WITH L-667B BASE CAN COVER.
2. EXISTING SIGN HOUSING AND PANELS RELOCATED TO NEW SIGN PAD.
3. INSTALLATION OF NEW SIGN HOUSING, PAD, AND PANELS.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 1 OF 6)

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD LIGHTING LAYOUT PLAN (SHEET 1 OF 6)

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DRAWING
E201

BID DRAWINGS

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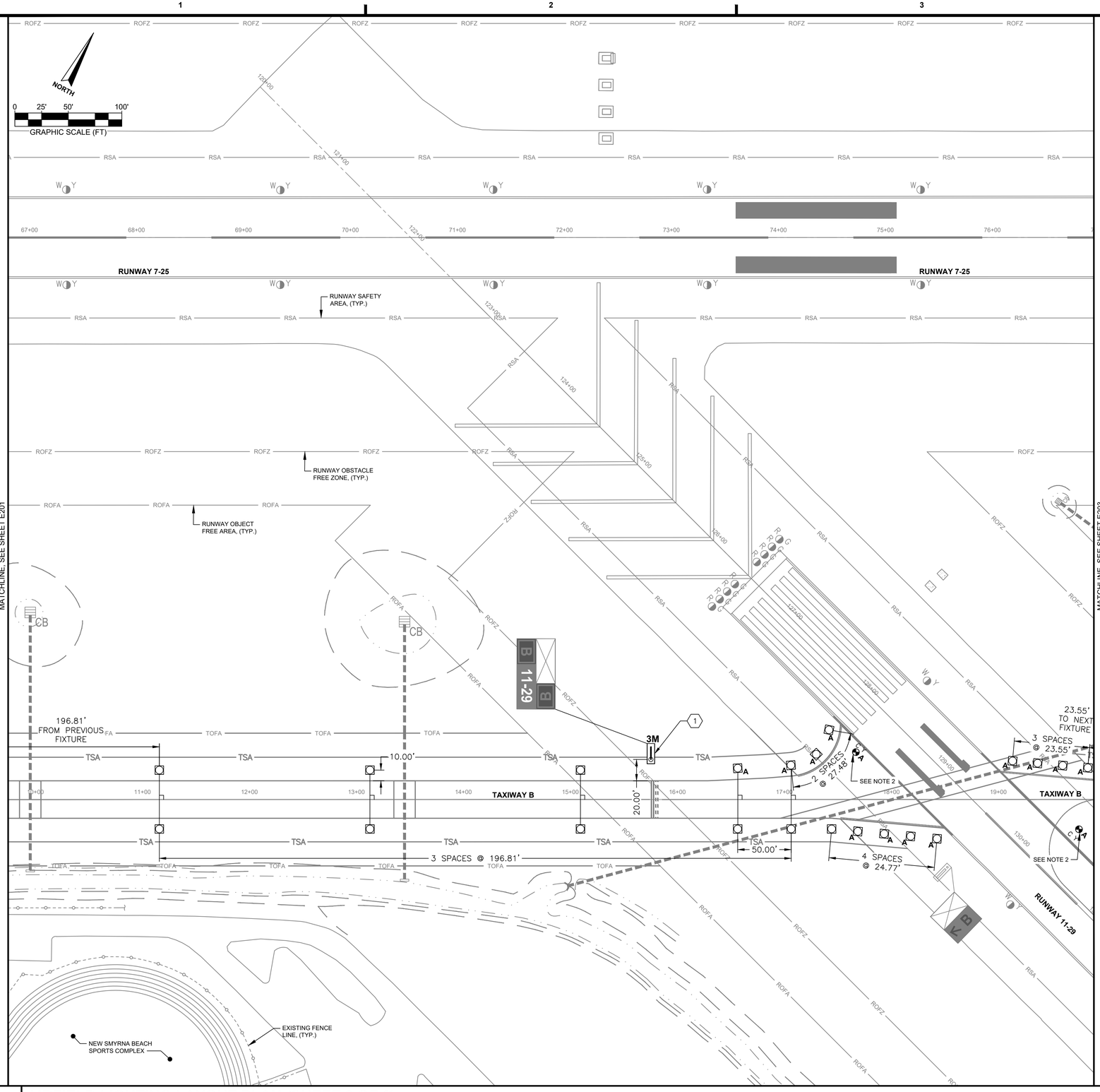


A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 2 OF 6)

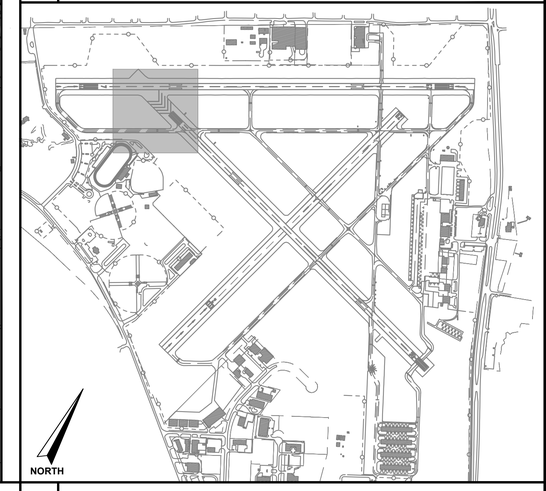
KEYNOTES:

1. EXISTING SIGN HOUSING AND PANELS RELOCATED TO NEW SIGN PAD.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.
2. ALIGN PROPOSED RUNWAY EDGE LIGHTING WITH EXISTING RUNWAY EDGE LIGHTS. PROPOSED LIGHTING SHALL BE OPTICALLY IN LINE WITH EXISTING RUNWAY EDGE LIGHTING ACROSS RUNWAY AND RUNWAY EDGE LIGHTING PARALLEL TO EDGE OF PAVEMENT.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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AIRFIELD LIGHTING LAYOUT PLAN (SHEET 2 OF 6)

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DRAWING
E202

BID DRAWINGS

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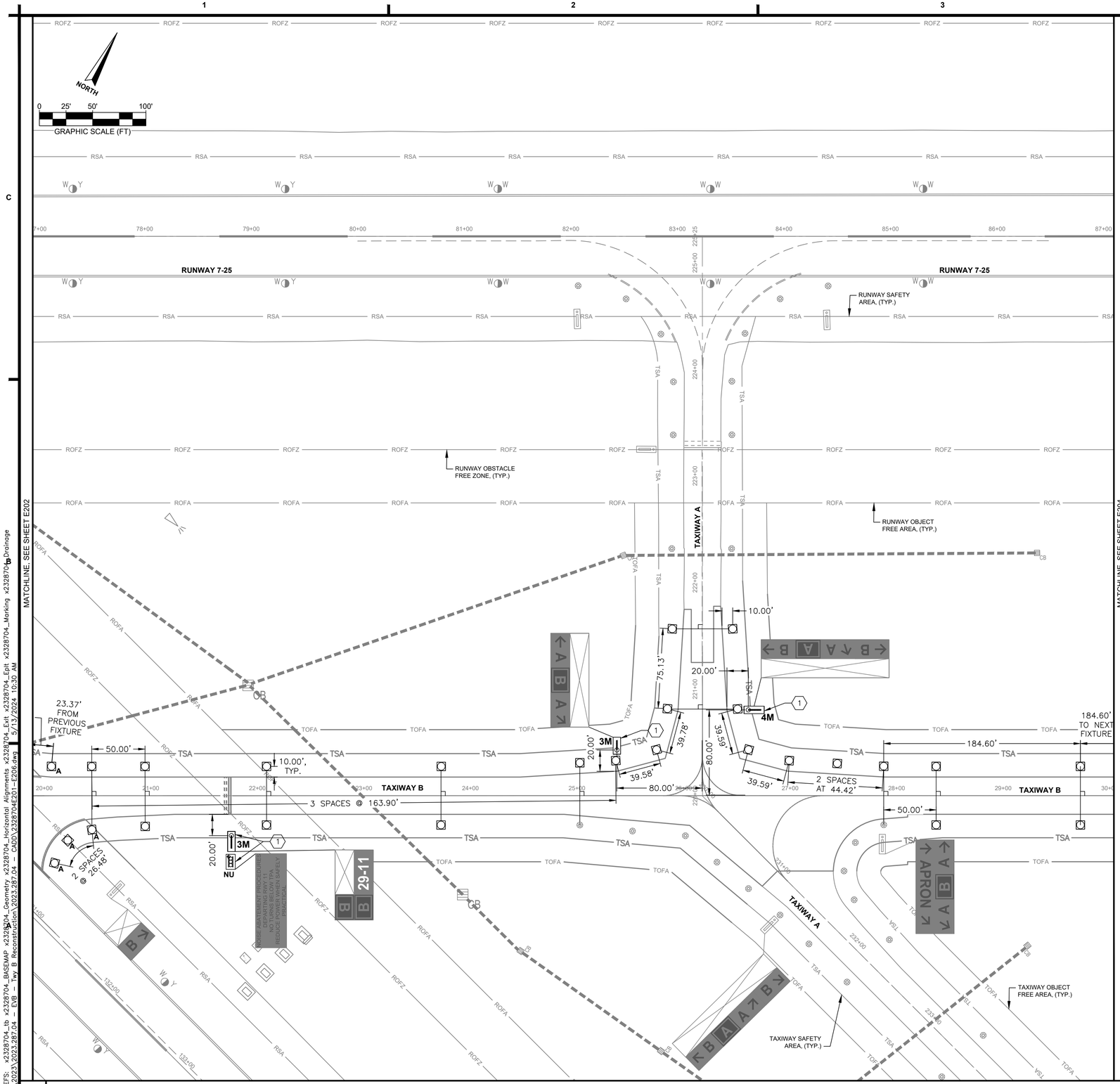


A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 3 OF 6)

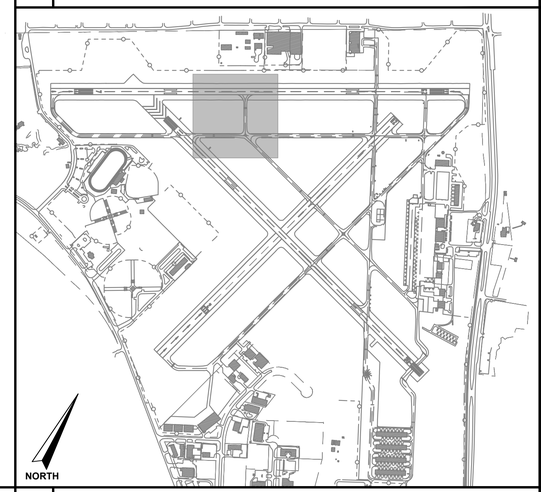
KEYNOTES:

1. EXISTING SIGN HOUSING AND PANELS RELOCATED TO NEW SIGN PAD.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD LIGHTING LAYOUT PLAN (SHEET 3 OF 6)

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FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704E201-E206

BID DRAWINGS

DRAWING
E203

XREFS: x2328704_tb x2328704_BASEMAP x2328704_Geometry x2328704_Horizontal Alignments x2328704_Exit x2328704_Exit x2328704_Marking x2328704_Drainage
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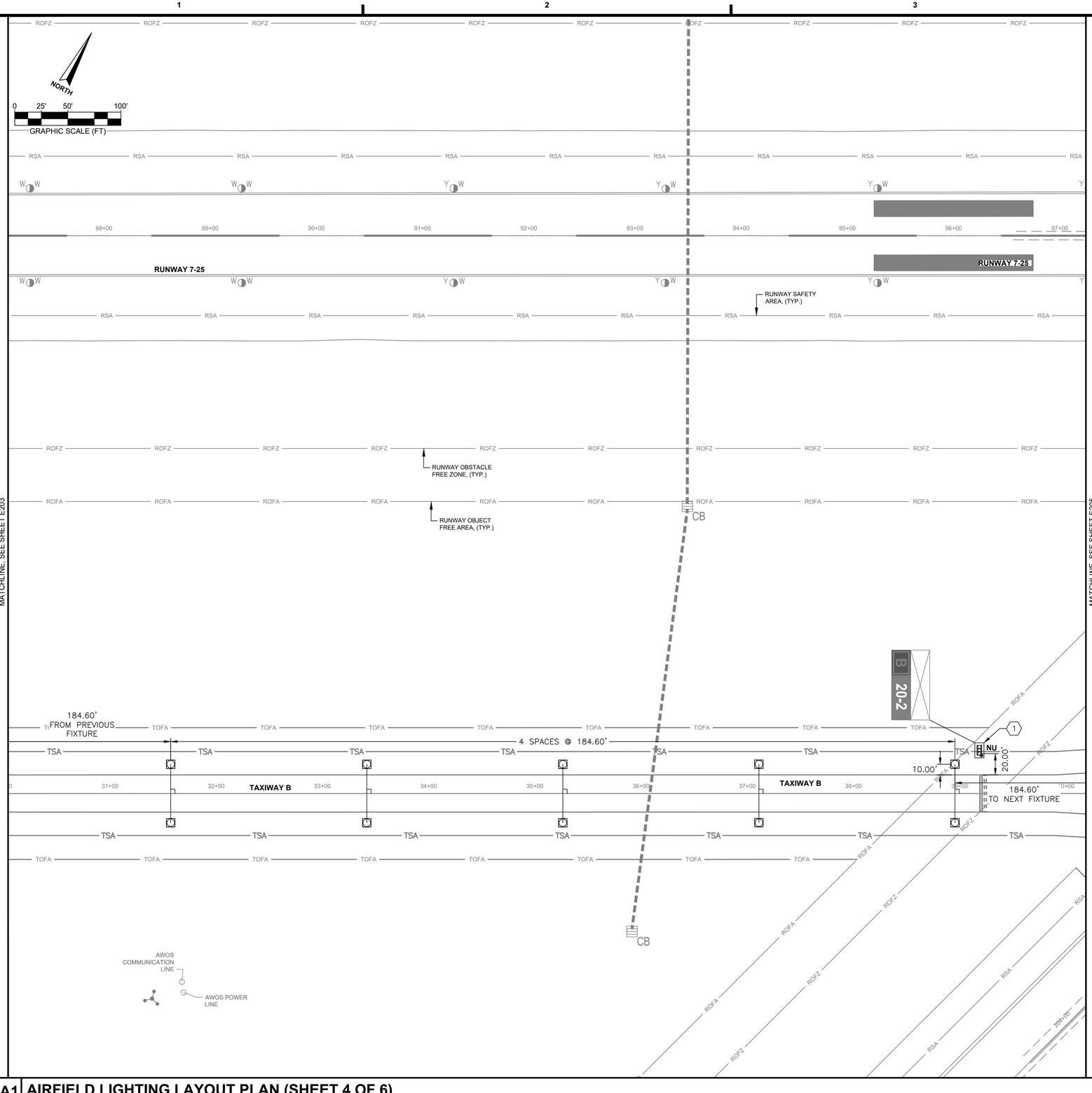


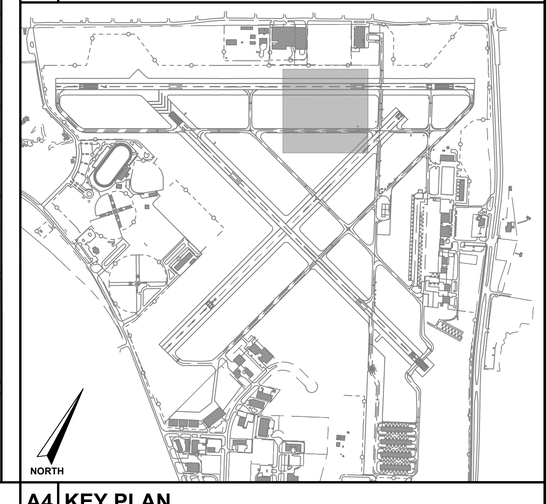
KEYNOTES:

1. EXISTING SIGN HOUSING AND PANELS RELOCATED TO NEW SIGN PAD.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 4 OF 6)

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD LIGHTING LAYOUT PLAN (SHEET 4 OF 6)

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DATE: MAY 2024

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FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704E201-E206

DRAWING
E204

BID DRAWINGS

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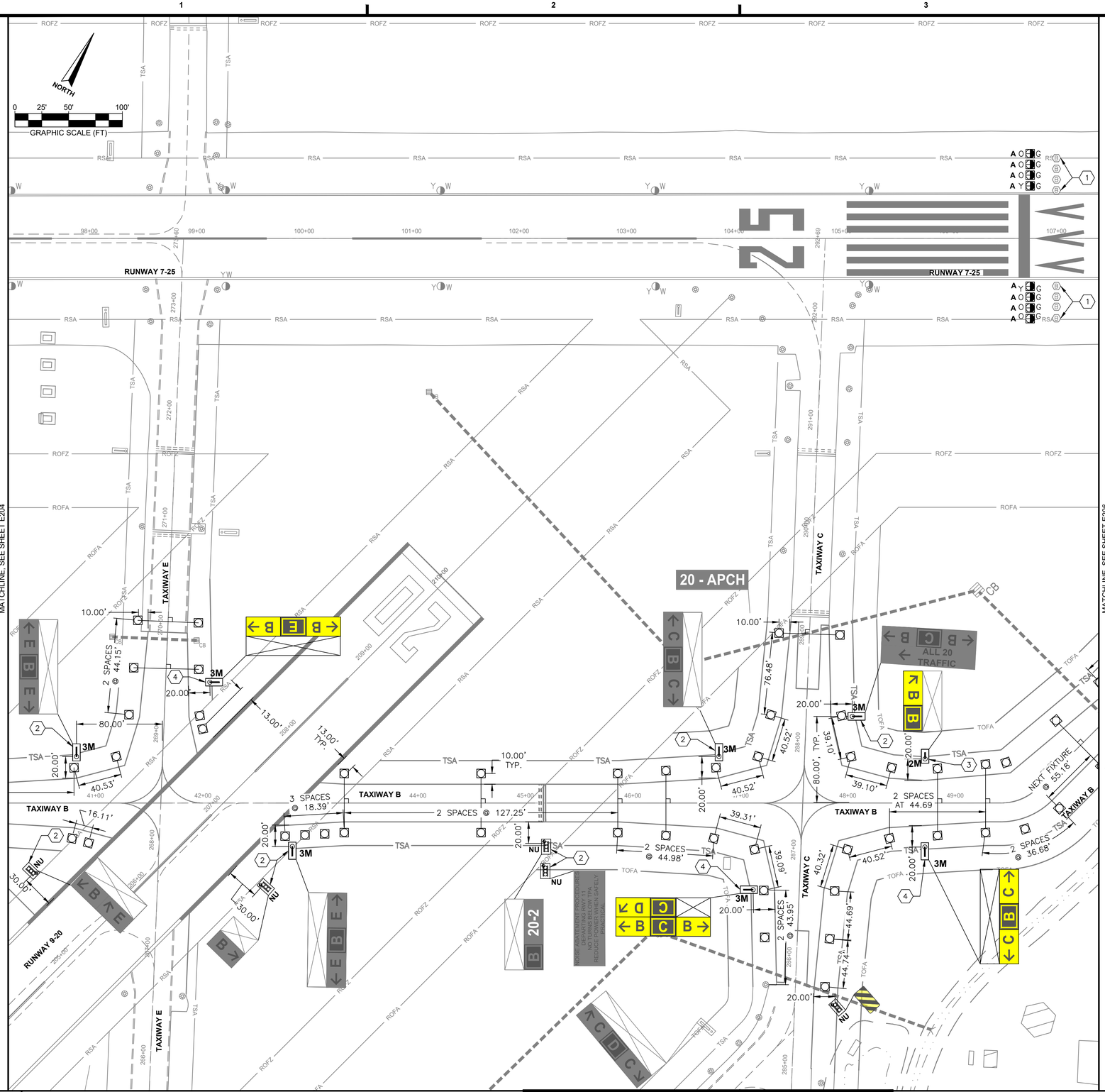


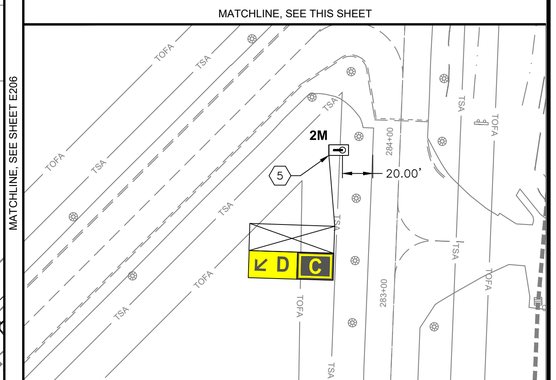
A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 5 OF 6)

KEYNOTES:

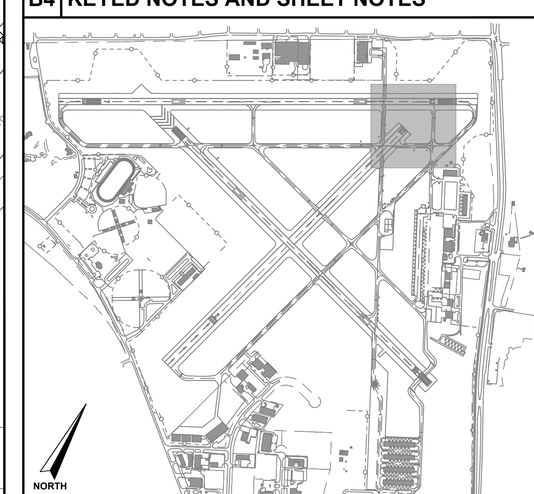
1. BASE CANS TO BE COVERED WITH L-667B BASE CAN COVER.
2. EXISTING SIGN HOUSING AND PANELS RELOCATED TO NEW SIGN PAD.
3. EXISTING SIGN HOUSING RELOCATED TO NEW SIGN PAD. PANELS CHANGED ACCORDING TO PLANS USING ORIGINAL MANUFACTURER.
4. INSTALLATION OF NEW SIGN HOUSING, PAD, AND PANELS.
5. INSTALL RELOCATED SIGN HOUSING WITH PANEL CHANGES. SEE SHEET E105 FOR EXISTING SIGN TO BE UTILIZED HERE.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.



B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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AIRFIELD LIGHTING LAYOUT PLAN (SHEET 5 OF 6)

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DRAWING
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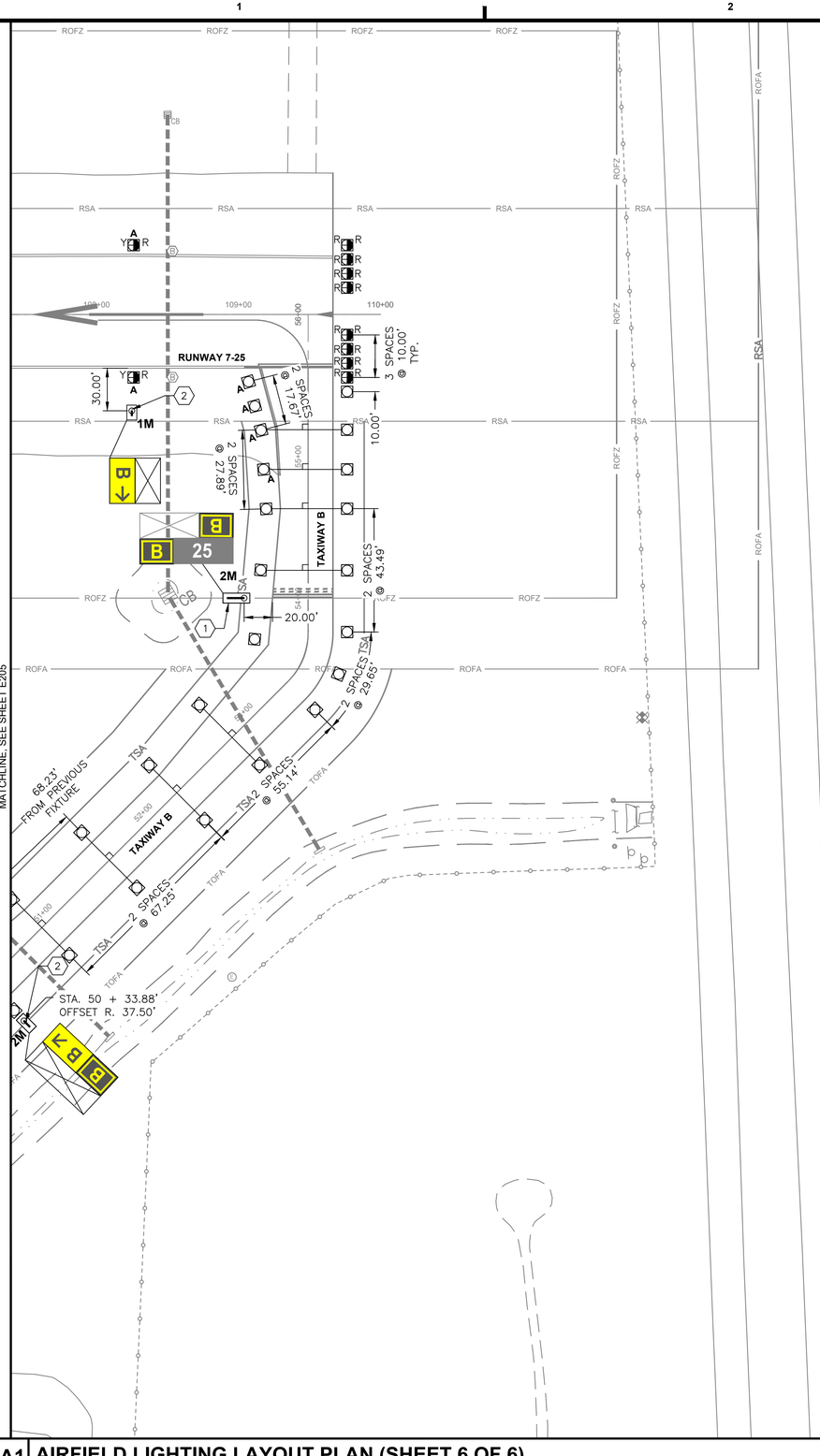
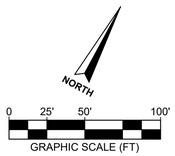




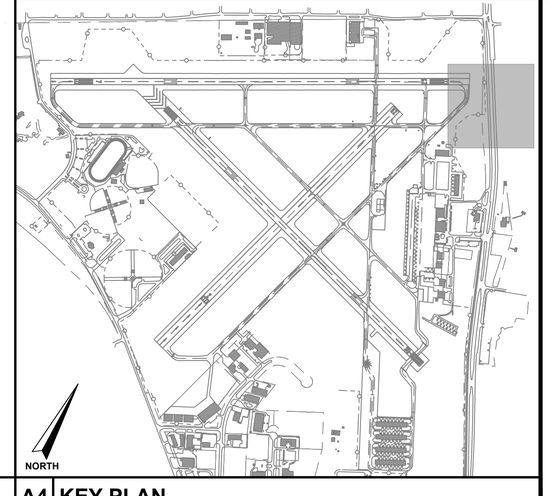
KEYNOTES:

1. EXISTING SIGN HOUSING RELOCATED TO NEW SIGN PAD. PANELS CHANGED ACCORDING TO PLANS USING ORIGINAL MANUFACTURER.
2. INSTALLATION OF NEW SIGN FIXTURE, PAD, AND PANELS.

NOTES:

1. SEE SHEET E100 FOR AIRFIELD LIGHTING LAYOUT NOTES.

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

A1 AIRFIELD LIGHTING LAYOUT PLAN (SHEET 6 OF 6)

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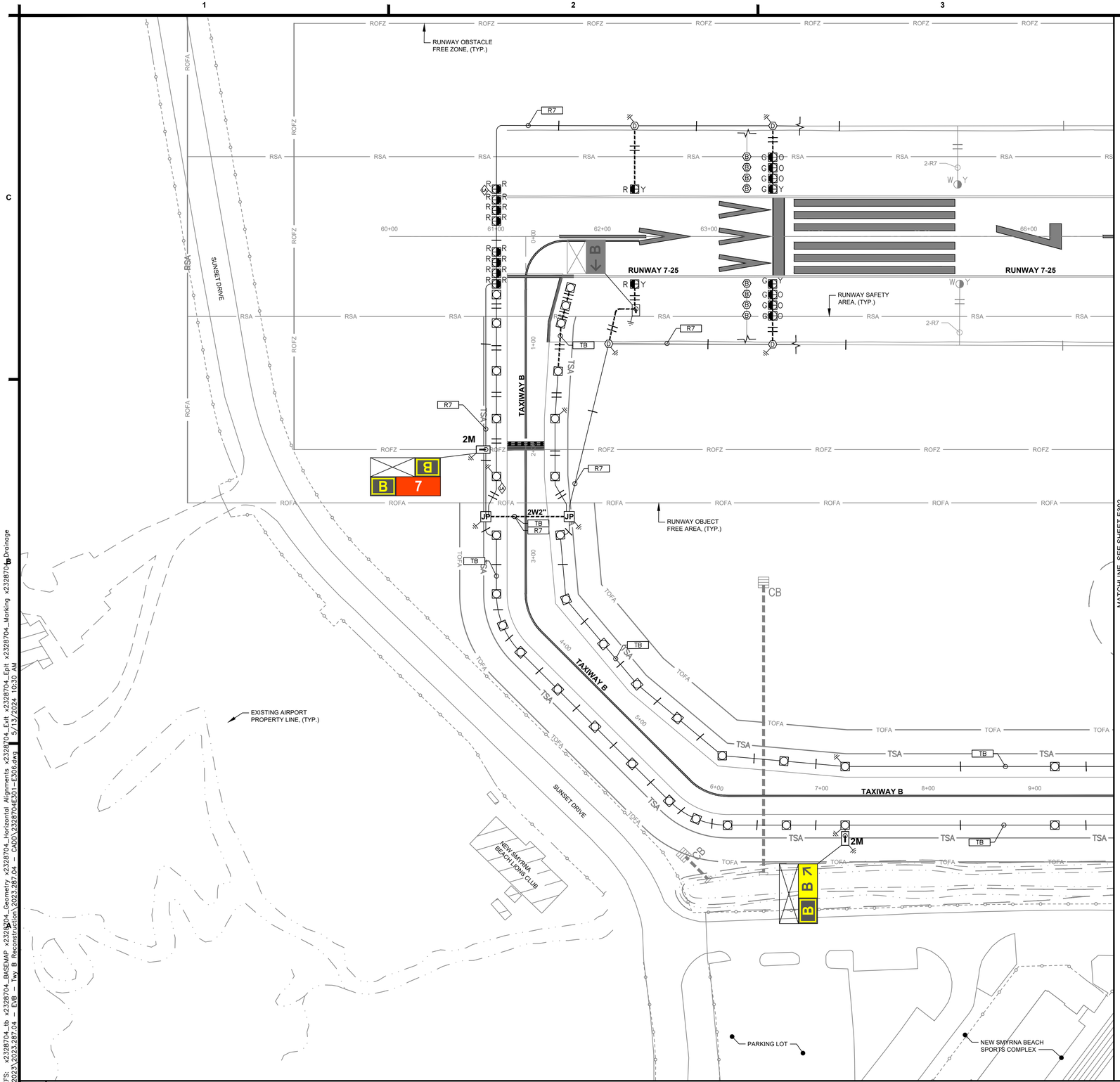
DRAWING
E206



NORTH

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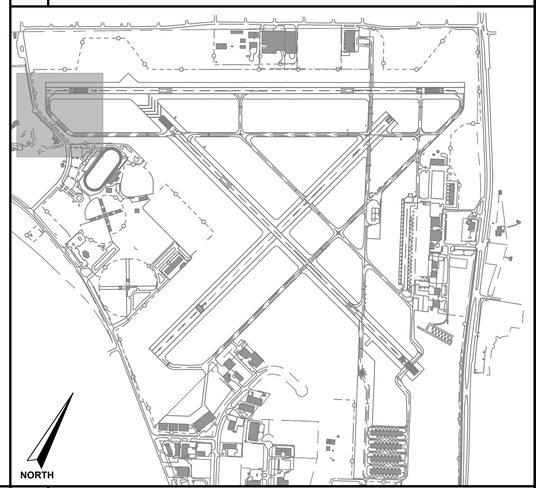
GRAPHIC SCALE (FT)

NOTES:

1. SEE SHEET E100 FOR AIRFIELD CIRCUITING NOTES.

B4 KEYED NOTES AND SHEET NOTES



A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 1 OF 6)

A4 KEY PLAN

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 1 OF 6)

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APPROVED BY:	DJN
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CADD:	2328704E301-E306

BID DRAWINGS

DRAWING
E301

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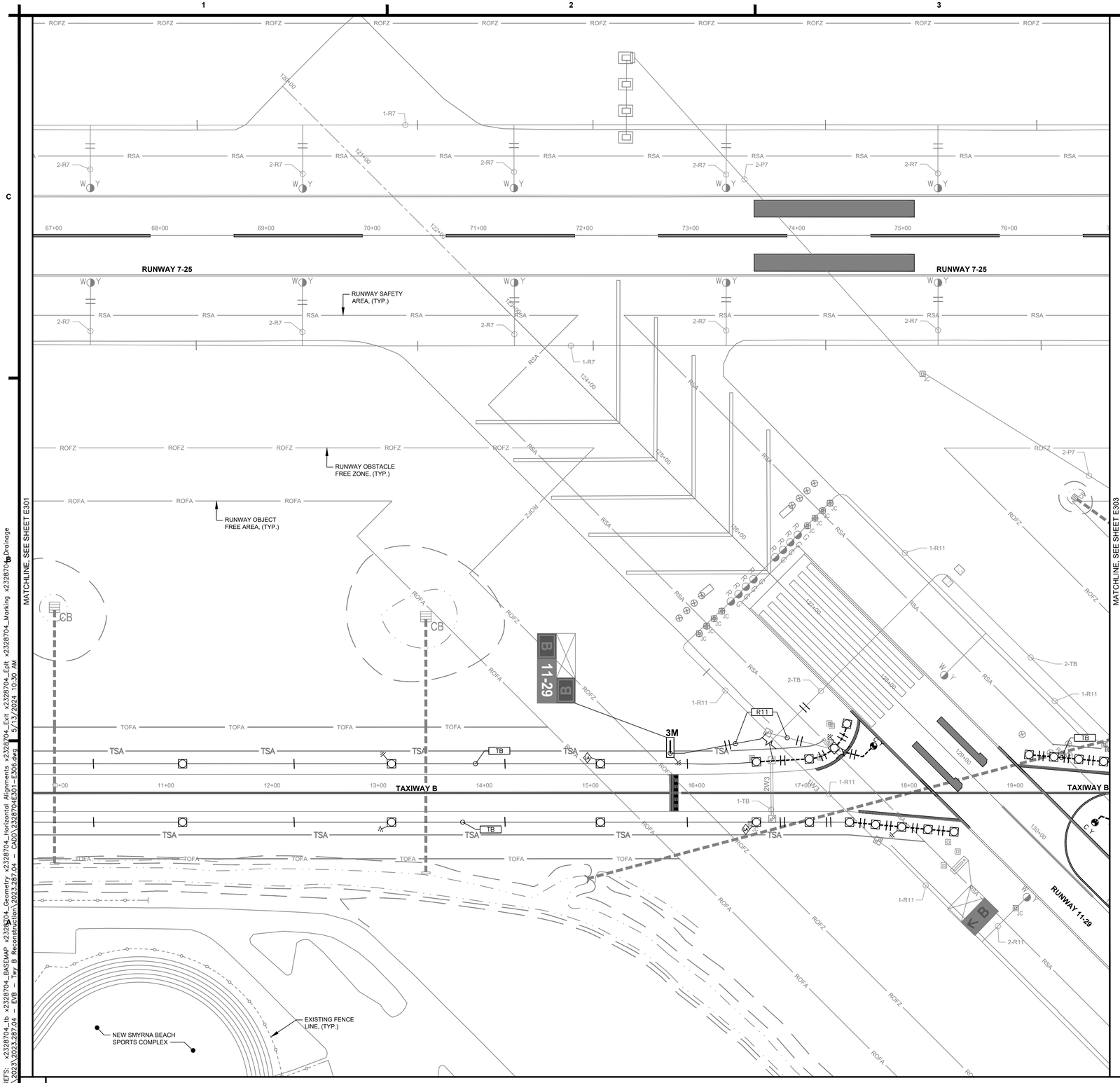
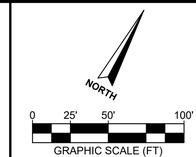


A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 2 OF 6)



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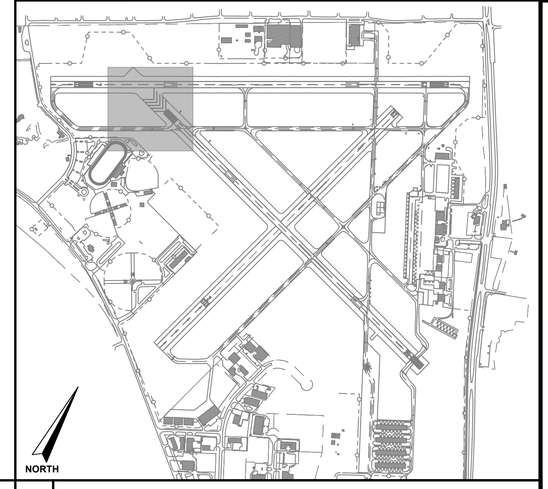

A4 KEY PLAN

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AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 2 OF 6)

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DRAWING
E302

BID DRAWINGS

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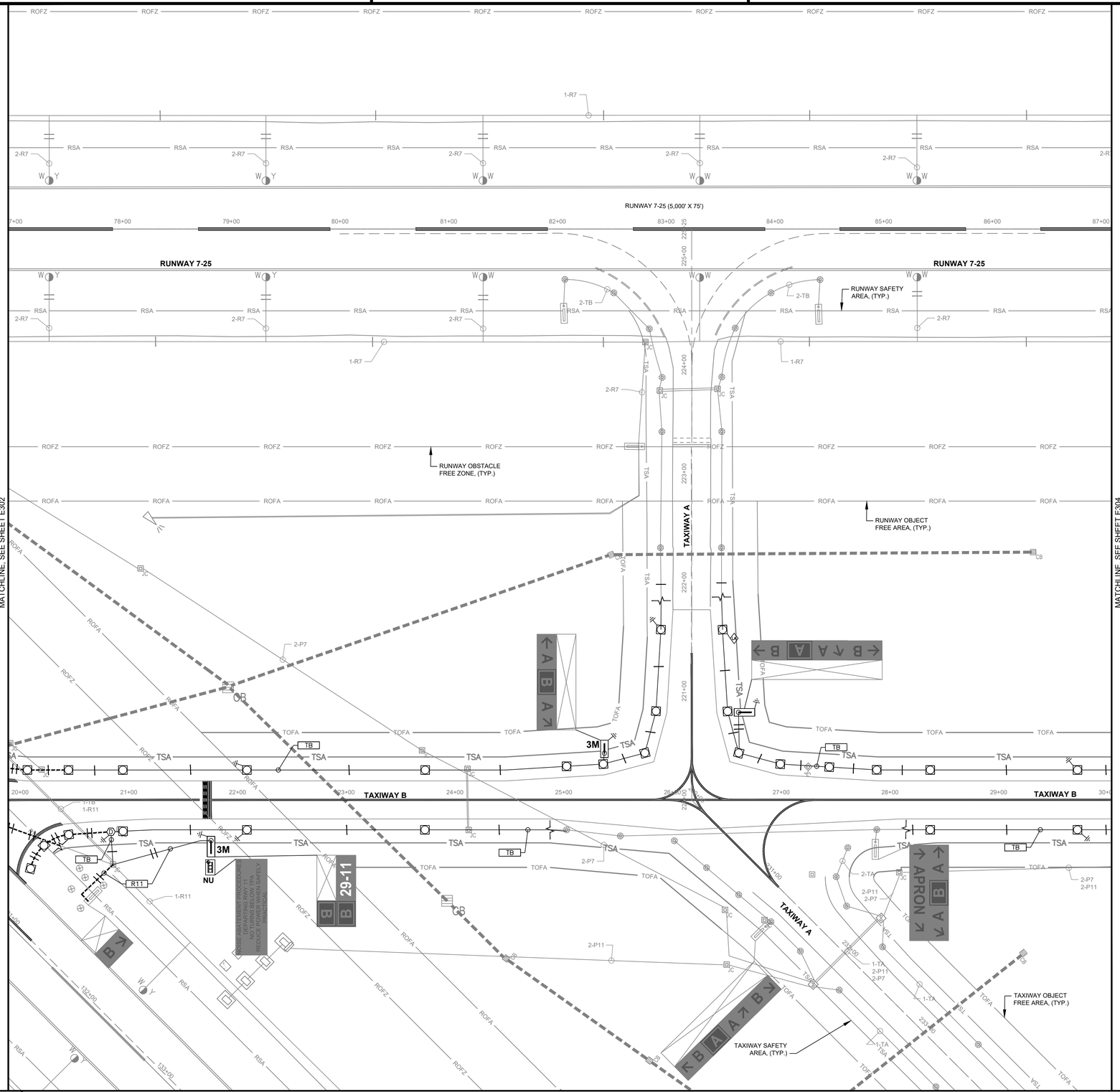


MATCHLINE, SEE SHEET E302

MATCHLINE, SEE SHEET E304

NORTH

0 25' 50' 100'

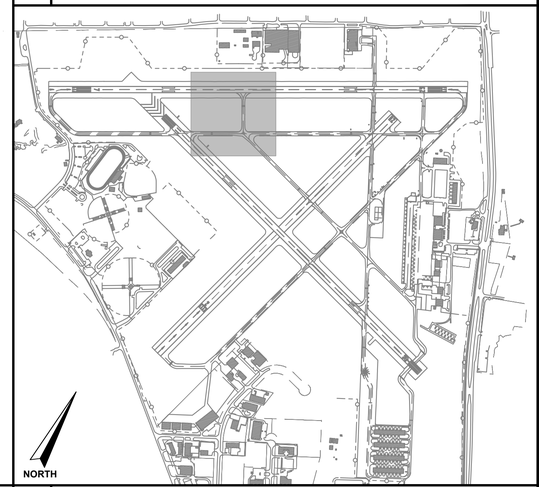
GRAPHIC SCALE (FT)

NOTES:

1. SEE SHEET E100 FOR AIRFIELD CIRCUITING NOTES.

A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 3 OF 6)

B4 KEYED NOTES AND SHEET NOTES



A4 KEY PLAN

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AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 3 OF 6)

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DRAWING
E303

BID DRAWINGS

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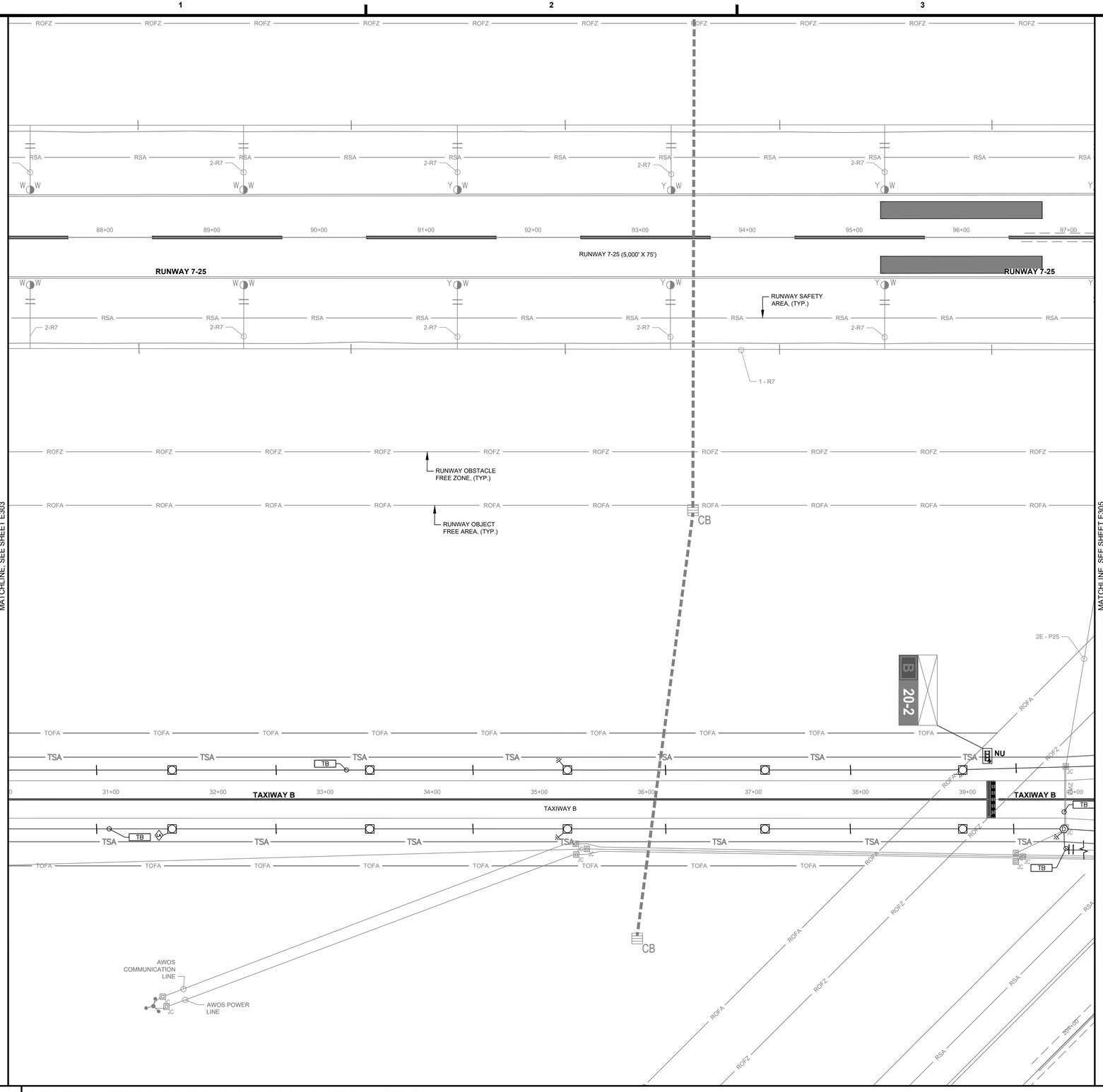

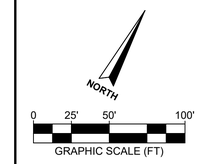

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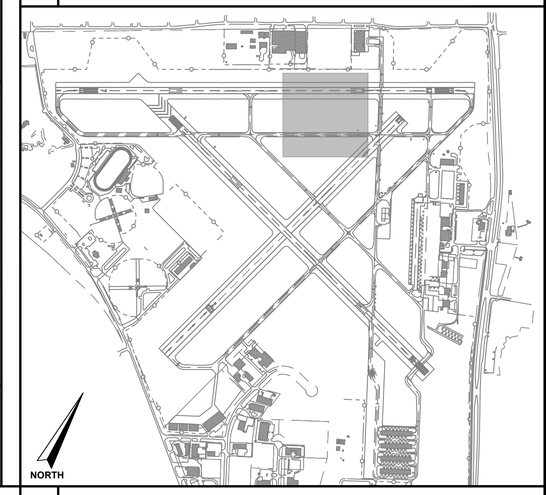

A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 4 OF 6)

A4 KEY PLAN

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AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 4 OF 6)

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BID DRAWINGS

DRAWING
E304

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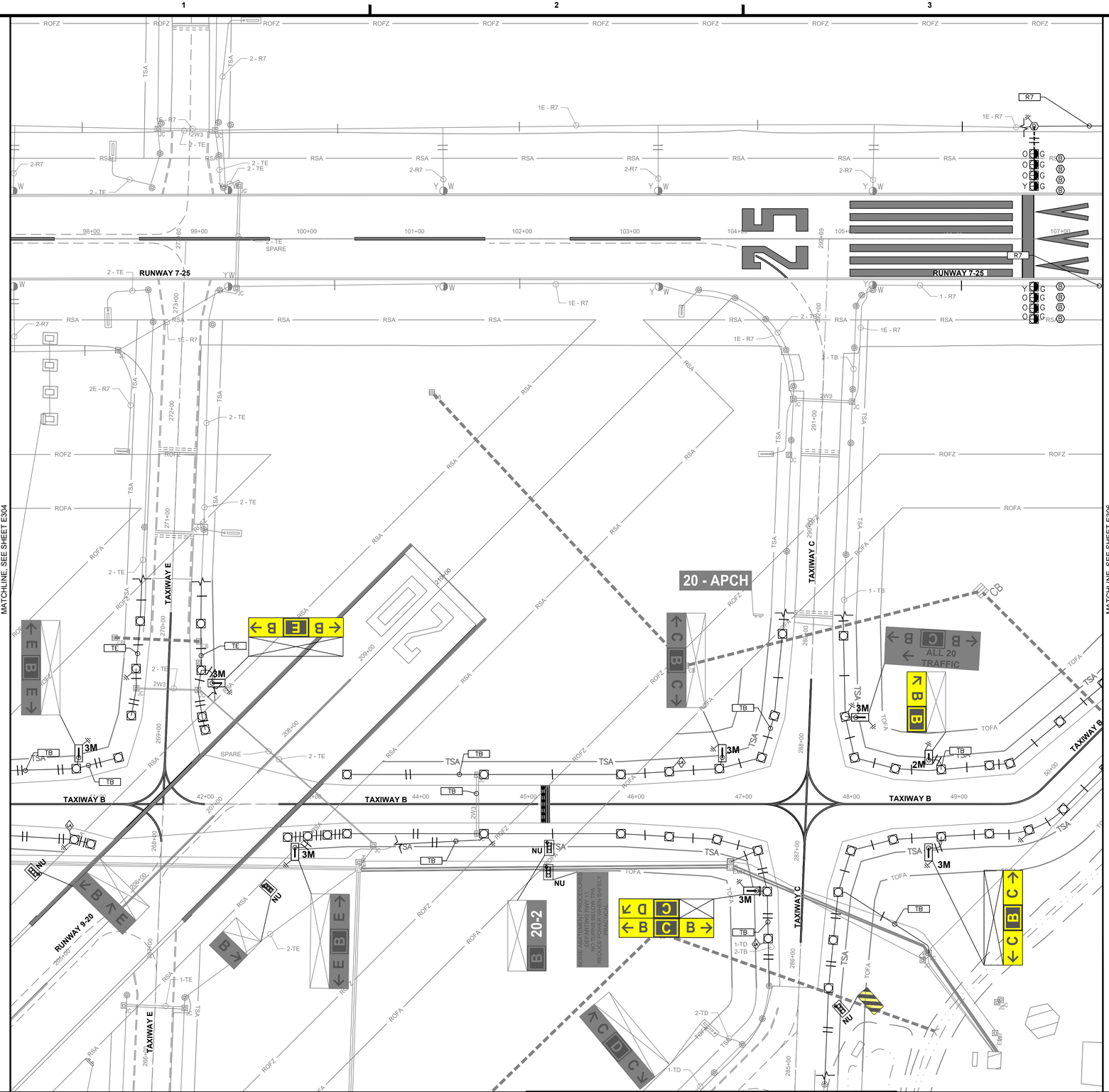
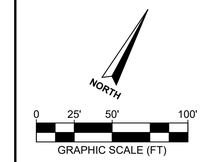


A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 5 OF 6)



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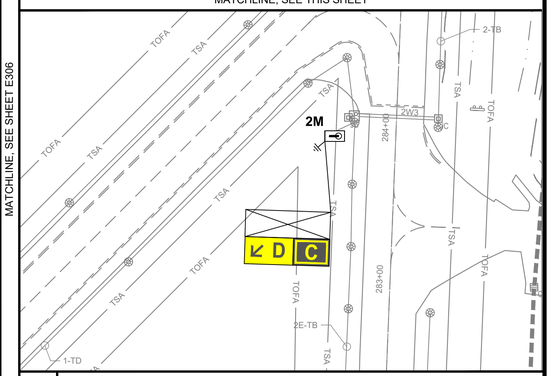

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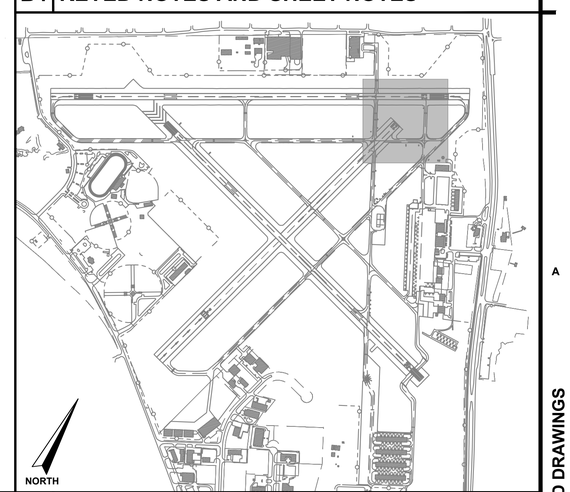

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DRAWING
E305

BID DRAWINGS

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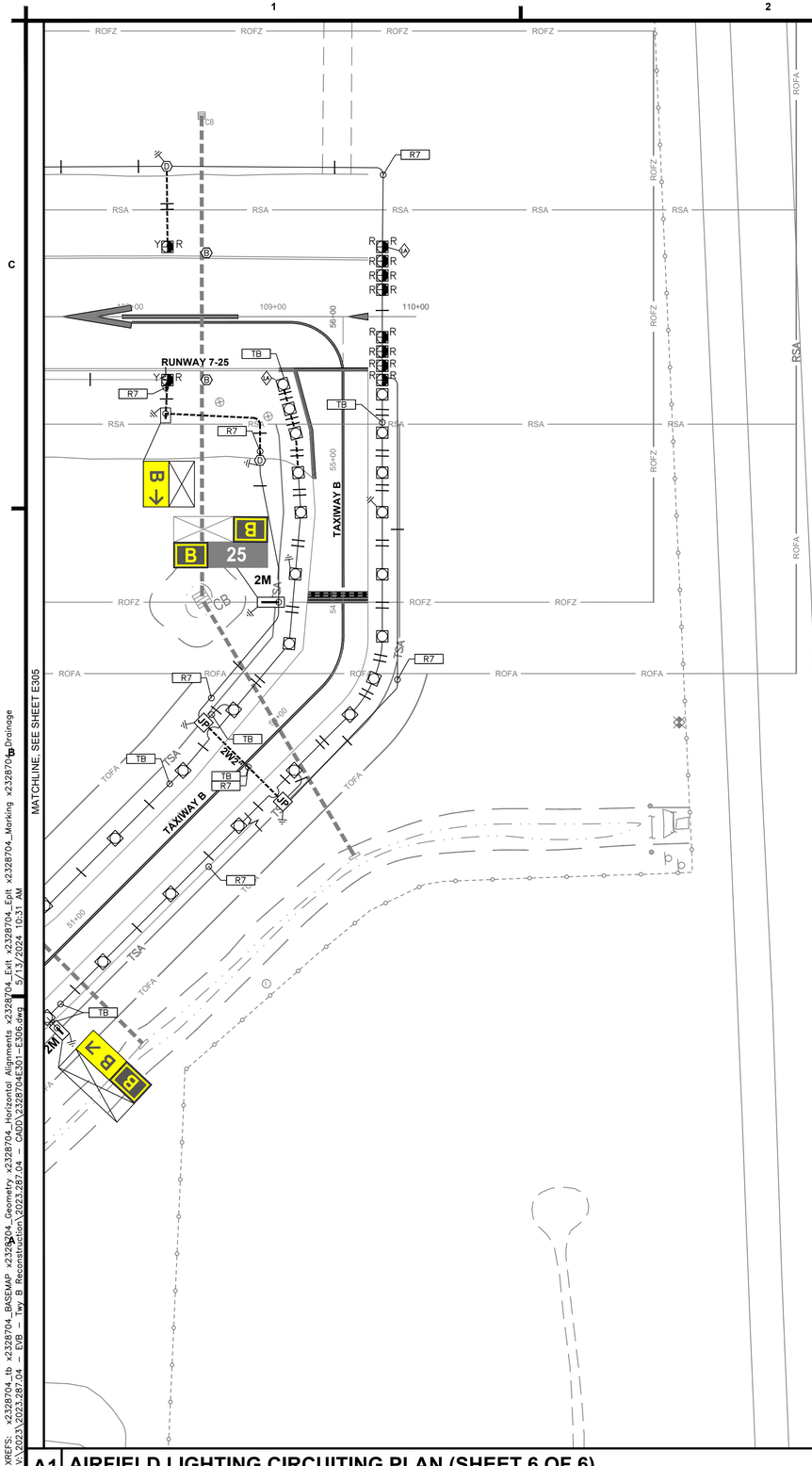

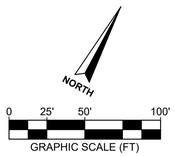

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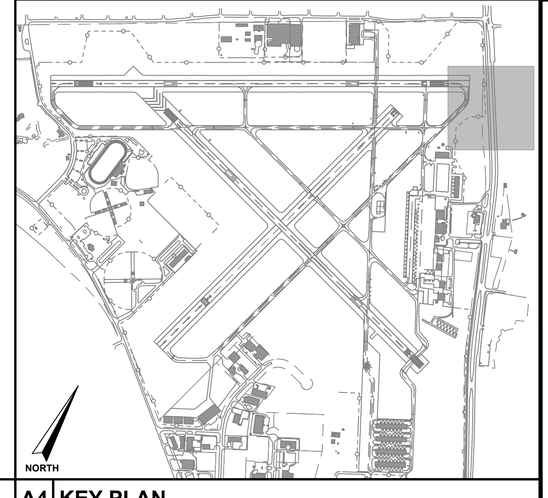

A4 KEY PLAN

A1 AIRFIELD LIGHTING CIRCUITING PLAN (SHEET 6 OF 6)

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DRAWING
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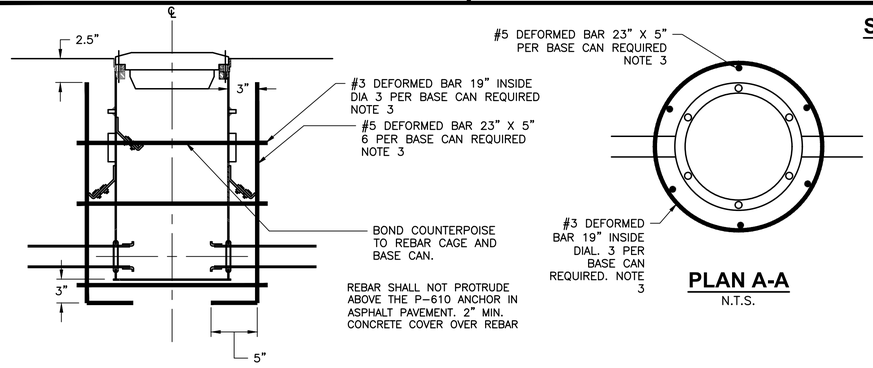
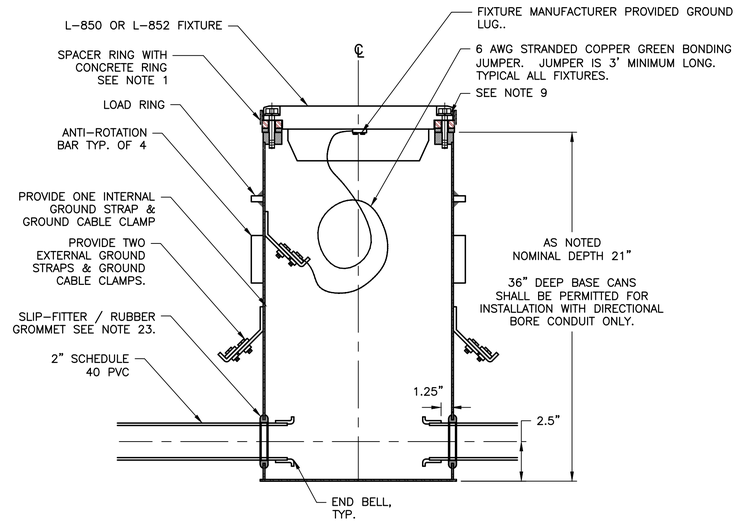


PLAN A-A

N.T.S.

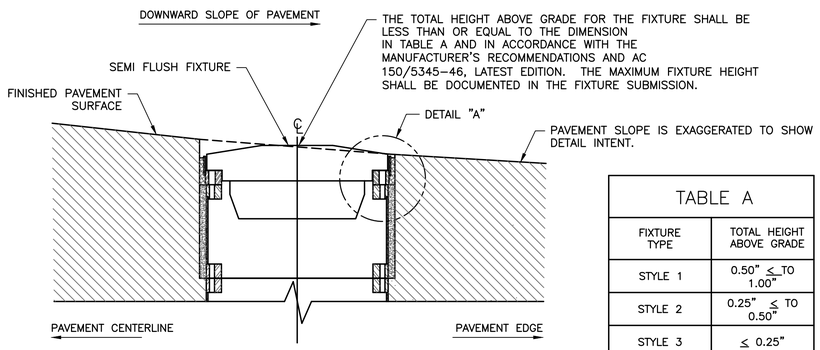
REBAR DETAIL FOR ALL L-868 BASE CANS

N.T.S.



TYPICAL L-868B DEEP BASE CAN

N.T.S.



THE MAXIMUM AND MINIMUM HEIGHT FOR FIXTURE STYLES SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND IN ACCORDANCE WITH FAA CRITERIA AND CONTAINED IN THE CONTRACTORS FIXTURE SUBMITTAL.

TABLE A

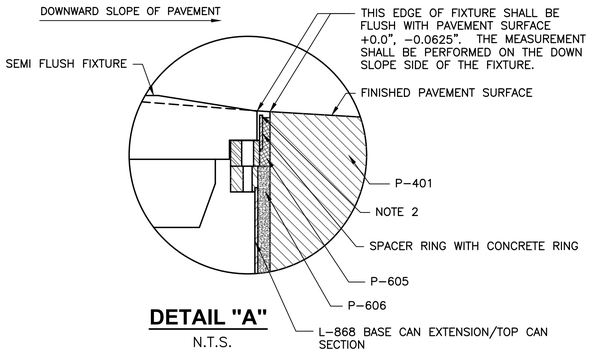
FIXTURE TYPE	TOTAL HEIGHT ABOVE GRADE
STYLE 1	0.50" ≤ TO 1.00"
STYLE 2	0.25" ≤ TO 0.50"
STYLE 3	≤ 0.25"

MAXIMUM SEMIFLUSH - FLUSH FIXTURE HEIGHT

N.T.S.

SEMI-FLUSH FIXTURE NOTES:

1. THE SPACER RING WITH CONCRETE RING IS DESIGNED AS A NOMINAL 0.75" THICKNESS. THE SPACER RING MAY BE REQUIRED TO BE THINNER OR THICKER DEPENDING ON BASE CAN INSTALLATION AND PAVING TECHNIQUES. THIS CONTRACTOR SHALL BE RESPONSIBLE TO MEASURE AND DETERMINE THE REQUIRED THICKNESS OF EACH INDIVIDUAL SPACER RING, TOP CAN SECTION OR BASE CAN EXTENSION REQUIRED TO PUT THE AIRFIELD LIGHTING FIXTURE LEVEL AND AT THE CORRECT ELEVATION AND AZIMUTH PER FAA ADVISORY CIRCULARS, LATEST EDITIONS. THE CONTRACTOR'S BID PRICE SHALL INCLUDE FURNISHING AND INSTALLING ALL SPACER RINGS, TOP CAN SECTIONS, BASE CAN EXTENSIONS, AND APPURTENANCES REQUIRED.
2. THE P-605/P-606 SEALER PER CONTRACT DOCUMENTS SHALL FILL THE VOID TO WITHIN 0.125" OF THE TOP EDGE OF THE CONCRETE RING AT THE LOWEST POINT OF THE CONCRETE RING. ANY OVER POURS SHALL BE IMMEDIATELY AND THOROUGHLY CLEANED TO THE SATISFACTION OF THE RPR, AND REPOURED BY AND AT THE CONTRACTOR'S EXPENSE.
3. THE DIMENSIONS LISTED ARE FOR A L-868B BASE CAN THE DIMENSIONS SHALL BE INCREASED PROPORTIONATELY FOR DIFFERENT SIZE BASE CANS. TWO PIECE BASE CANS MAY BE USED WHERE PAVING INTERFERENCE'S REQUIRE THEIR USE. THE REBAR CAGE SHALL BE EXTENDED/MODIFIED TO ACCOMMODATE THE TWO PIECE BASE CAN. REBAR IS REQUIRED ON ALL L-868 BASE CAN INSTALLATIONS. REBAR HAS BEEN OMITTED FROM THE DETAILS FOR CLARITY.
4. ALL BASE CAN INSTALLATION TECHNIQUES, METHODS, MATERIALS, ETC. SHALL BE SUBMITTED TO THE RPR FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. PRIOR TO PLACEMENT OF THE P-610 BASE CAN ANCHORS AND CONDUIT ENCASEMENT THE CONTRACTOR SHALL DEMONSTRATE TO THE RPR THAT FIXTURES, SIGNS ETC. CAN BE WIRED IN NUMERICAL ORDER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5. IMMEDIATELY AFTER THE HOLES ARE CORED IN THE PAVEMENT OR BASE COURSE, THE BASE CANS SHALL BE INSTALLED AND THE P-610 PLACED SO AS TO PREVENT WATER FROM ENTERING THE SUBGRADE.
6. BEFORE PAVING MAY PROCEED THE CONTRACTOR SHALL DEMONSTRATE TO THE OAR THAT THE BASE CANS ARE LEVEL AND AT THE CORRECT LOCATION, ELEVATION AND AZIMUTH AND THAT THE PROPER CLEARANCE EXISTS BETWEEN THE BASE CAN AND THE PAVING TRAIN.
7. THE FINISHED PAVEMENT SURFACE SHALL BE PROTECTED FROM FOREIGN SUBSTANCES WHICH COULD CAUSE STAINING, I.E. OIL, P-605, ETC. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ALL SPILLS AND CORRECT/CLEAN ANY STAINED SURFACES AT THE CONTRACTORS EXPENSE.
8. USE GE RTV-118 SELF LEVELING SEALANT, OR ACCEPTED EQUIVALENT, AS A SEALANT BETWEEN CAN SECTIONS AND ADAPTER/SPACER RING, CAN EXTENSIONS, ETC.
9. THE FIXTURE MOUNTING BOLTS SHALL EXTEND THRU THE BASE CAN MOUNTING FLANGE INTO THE BASE CAN A MIN. OF 0.5". THE BOLTS SHALL HAVE ENOUGH THREAD LENGTH SO THEY DO NOT SHOULDER OUT BEFORE THE FIXTURE IS SECURELY TIGHTENED. FIXTURE BOLTS SHALL BE 3/8"-16 UNC STAINLESS STEEL AND SHALL BE SECURED WITH NORD-LOCK SELF-LOCKING WASHERS OR ACCEPTED EQUIVALENT. SEMIFLUSH FIXTURE BOLTS SHALL UTILIZE ANTI-SEIZE/LOCTITE COMPOUNDS IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS. THE MANUFACTURERS TORQUE REQUIREMENTS SHALL BE SUBMITTED WITH THE RESPECTIVE MATERIALS.
10. APPLY PAVEMENT REINFORCEMENT MESH, GLAS PAVE 25 BY SAINT GOBAIN TECHNICAL FABRICS OR ACCEPTED EQUIVALENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
11. WHEN L-868 BASE CANS WITH BLANK COVERS ARE INSTALLED, IT IS INTENDED THAT AT SOME FUTURE TIME THE BLANK COVER WILL BE REPLACED WITH A FIXTURE. THE BASE CAN SHALL BE INSTALLED LEVEL AT THE CORRECT LOCATION, ELEVATION AND AZIMUTH, SUCH THAT A DIRECT REPLACEMENT OF A FIXTURE FOR THE BLANK COVER, IS POSSIBLE. ANY NECESSARY SPACER RINGS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
12. ALL FIXTURES SHALL BE INSTALLED WITH FIXTURE ID MARKERS. SOME MARKERS MAY REMAIN BLANK. SEE FIXTURE IDENTIFICATION PLANS, DETAILS AND SPECIFICATIONS.
13. EXISTING PAVEMENT SHALL BE SAWCUT PRIOR TO EXCAVATION TO PROVIDE A SMOOTH EDGE.
14. P-610 CONCRETE AROUND BASE CANS AND DUCT/CONDUIT SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
15. HIGH EARLY STRENGTH P-610 CONCRETE WILL BE REQUIRED ON DUCT/CONDUIT, BASE CANS AND OTHER WORK IN EXISTING OPERATIONAL AREAS, AND WITHIN THE SAFETY AREAS OF OPERATIONAL PAVEMENT, TO SUPPORT OPENING THE AREA IN ACCORDANCE WITH THE PROJECT PHASING SCHEDULING REQUIREMENTS. THE P-610 CONCRETE, FOR USE IN EXISTING PAVEMENTS, SHALL BE HIGH EARLY STRENGTH SUCH AS "SET 45", OR ACCEPTED EQUIVALENT, PER THE SPECIFICATIONS. NO CORROSIVE ADDITIVES (SUCH AS CALCIUM CHLORIDE) OR CORROSIVE MIXTURES WILL BE PERMITTED. THE EXTRA COST FOR THE HIGH EARLY STRENGTH P-610 CONCRETE SHALL BE INCIDENTAL TO THE RESPECTIVE BID ITEM OF WHICH IT IS A COMPONENT PART. CONCRETE SHALL OBTAIN 4,000 PSI STRENGTH PRIOR TO OPENING PAVEMENT TO AIRCRAFT.
16. REPAIR OF EXISTING PAVEMENT CUT FOR THE INSTALLATION OF ELECTRICAL ITEMS SHALL BE IN ACCORDANCE WITH THE CIVIL PLANS, DETAILS AND SPECIFICATIONS, AND SHALL BE CONSIDERED INCIDENTAL TO THE ELECTRICAL PAY ITEM. WHERE ASPHALT IS BEING MILLED WITHIN THIS PROJECT THE PAVEMENT MAY BE OPEN CUT FOR THE INSTALLATION OF LIGHTS AND CONDUIT. ALL OTHER AREAS SHALL UTILIZE DIRECTIONAL BORE METHODS. DIRECTIONAL BORING IS INCIDENTAL TO THE RESPECTIVE L-110 PAY ITEM PROVIDED.
17. SINGLE FLAT SPACER RINGS SHALL BE USED FOR HEIGHT ADJUSTMENTS FROM 1/16" TO 1-15/16" IN 1/16" INCREMENTS. A BASE CAN EXTENSION/TOP SECTION, AS APPLICABLE, SHALL BE USED FOR HEIGHT ADJUSTMENTS OF 2" AND GREATER. A MAXIMUM OF 2 SPACERS MAY BE USED BETWEEN BOLTED CAN EXTENSIONS, OR THE BASE CAN AND FIXTURE.
18. REFER TO CIVIL DRAWING FOR ACTUAL JOINT LAYOUTS, DRAINAGE, PAVING DETAILS, ETC. CIVIL DATA IS SHOWN ON ELECTRICAL DRAWINGS FOR REFERENCE ONLY.
19. IN NEW OR EXISTING PAVEMENT ALL CONDUITS, DUCT BANKS, BASE CANS, COUNTERPOISE, GROUND GRID CONDUCTORS, ETC., SHALL BE INSTALLED PRIOR TO PLACEMENT OF THE FINAL LIFT OF PAVEMENT.
20. CONFLICTS THAT MAY OCCUR DUE TO CHANGES IN THE JOINT LAYOUT OR LIGHT LAYOUT, SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR.
21. IF A LIGHT CAN IS INSTALLED INCORRECTLY, THE DUCT/CONDUIT IS PLUGGED/BROKEN, OR THE LIGHT CAN IS DAMAGED BY THE CONSTRUCTION ACTIVITIES, THE 600 SQUARE FEET OF PAVEMENT AROUND THE LIGHT CAN AND THE LIGHT, SHALL BE REMOVED FOR ITEM REPLACEMENT AND REPLACED AT THE CONTRACTORS' EXPENSE.
22. BLANK COVERS INSTALLED ON BASE CANS WHERE THE PAVEMENT WILL BE OPENED TO AIRCRAFT TRAFFIC SHALL BE 3/4" THICK GALVANIZED STEEL. MUD PLATES WITH CONCENTRIC LOCATION RINGS SHALL BE INSTALLED ON TOP OF THE 3/4" BLANK COVERS. 3/4" BLANK COVERS AND MUD PLATES ARE INCIDENTAL TO THE RESPECTIVE FIXTURE PAY ITEM.
23. WHEN MORE THAN 3 CONDUITS ENTER A L-868 BASE CAN THE BASE CAN SHALL BE PROVIDED WITH FACTORY INSTALLED THREADED HUBS.
24. ALL IN-PAVEMENT FIXTURES SHALL BE CLASS 2, MODE 1 AND STYLE 3. UNLESS SPECIFICALLY NOTED OTHERWISE.
25. PRIOR TO PLACEMENT OF THE P-610 BASE CAN ANCHORS AND CONDUIT ENCASEMENT THE CONTRACTOR SHALL DEMONSTRATE TO THE RPR THAT FIXTURES, SIGNS, ETC. CAN BE WIRED IN NUMERICAL SEQUENCE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
26. ALL L-868 BASE CANS AND TRANSFORMER HOUSES SHALL BE EQUIPPED WITH ONE INTERNAL AND TWO EXTERNAL GROUND STRAPS EACH WITH GROUND CLAMPS. NOT MORE THAN ONE (1) SINGLE 2 AWG SOLID COPPER CONDUCTOR SHALL BE PERMITTED TO BE TERMINATED ON ANY SINGLE BASE CAN GROUND CLAMP. ALL GROUNDING AND BONDING CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND LISTINGS. ALL COUNTERPOISE AND GROUNDING/BONDING CONNECTIONS SHALL BE UL 467 LISTED FOR DIRECT EARTH BURIAL AND ENCASEMENT IN CONCRETE AND UL 96 LISTED FOR LIGHTNING PROTECTION. ALL TOP CAN SECTIONS SHALL BE EQUIPPED WITH ONE INTERNAL BASE CAN GROUND STRAP WITH A GROUND CLAMP.
27. ALL L-868 BASE CANS AND TRANSFORMER HOUSES SHALL HAVE AN INSTALLED DEPTH AS NOTED IN THE CONTRACT DOCUMENTS BUT UNLESS SPECIFICALLY NOTED OTHERWISE A MINIMUM DEPTH OF 20 INCHES NOT INCLUDING THE HEIGHT OF SPACER RINGS OR FIXTURES SHALL BE USED.
28. COORDINATE FIXTURE DEPTH WITH DEPTH OF TOP CAN SECTION. SOME IN-PAVEMENT RUNWAY EDGE LIGHTS REQUIRE A MINIMUM 4 IN. TOP CAN SECTION DEPTH TO SIT FLUSH ON THE TOP CAN SECTION FLANGE. CONTRACTOR SHALL SUBMIT DOCUMENTATION OF THIS COORDINATE WITH THE FIXTURE SUBMITTAL.



DETAIL "A"

N.T.S.

	FIXTURE INSTALLATION TOLERANCES			
	LONGITUDINALLY	LATERAL (TRANSVERSE)	ROTATION	ALIGNMENT IN HORIZONTAL PLANE
L-852 +	±6 INCHES	±0.50 INCHES	±1.0 DEGREE	LEVEL ±0.50
ELEVATED FIXTURES +	±6 INCHES	±0.50 INCHES	±1.0 DEGREE	LEVEL

+ ALIGNED WITH FIXTURE ON OPPOSITE SIDE OF RUNWAY OR TAXIWAY ±1 INCH.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

SEMIFLUSH FIXTURE DETAILS (SHEET 1 OF 2)

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DATE: MAY 2024

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FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704E501

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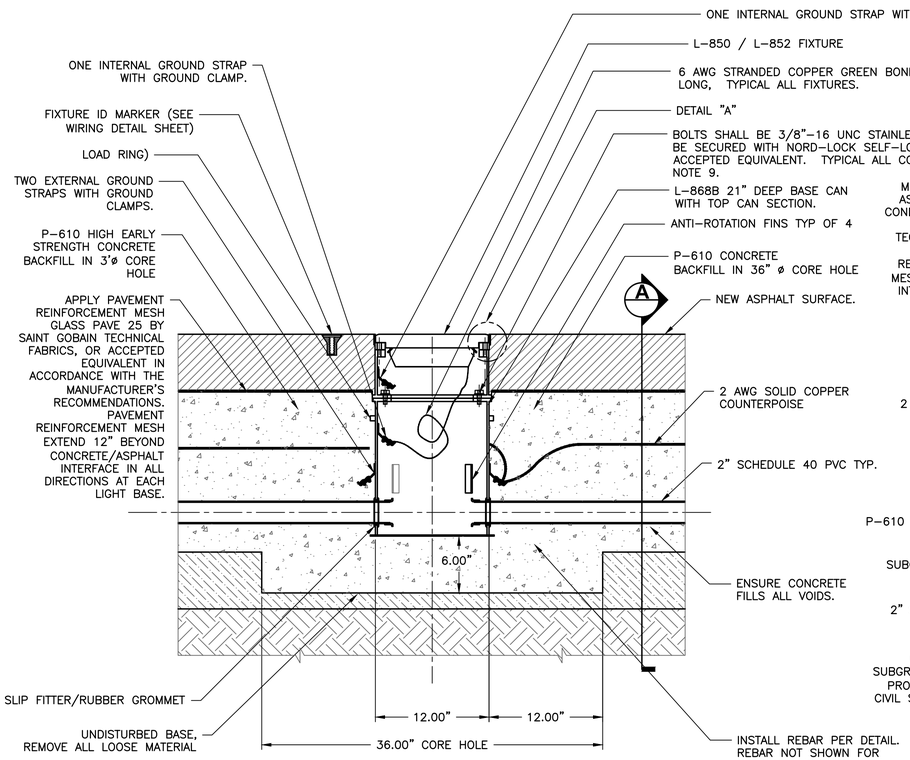
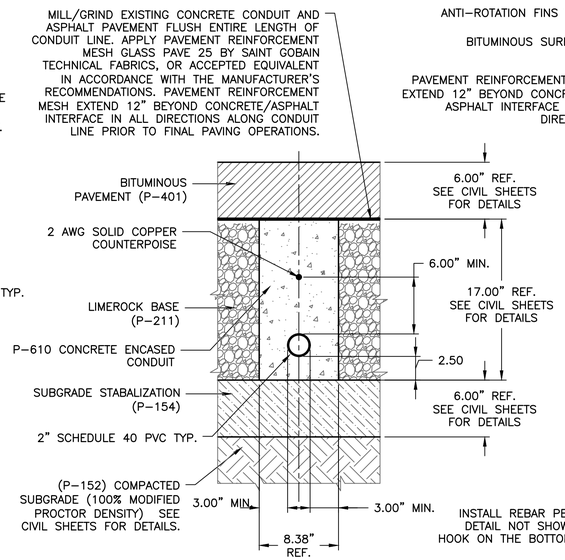
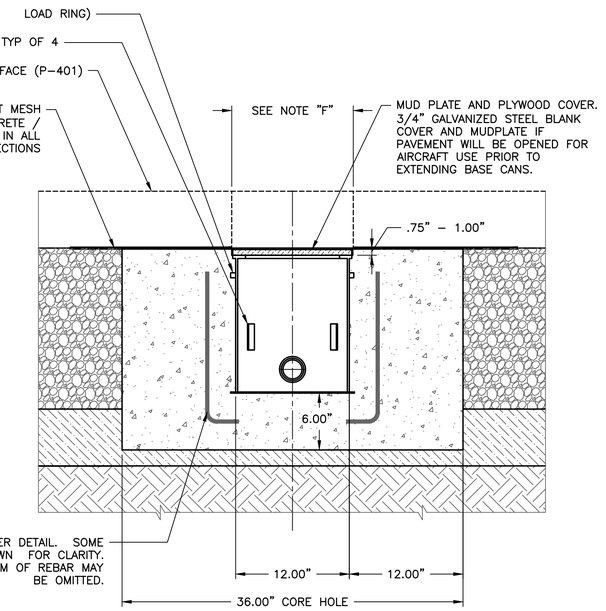


BASE CAN DETAIL
NEW SEMIFLUSH FIXTURE IN NEW PAVEMENT
N.T.S.



SECTION A - CONDUIT CROSS SECTION.
N.T.S.

NOTE:
SEE SEMIFLUSH FIXTURE DETAILS AND NOTES SHEET E501 FOR APPLICABLE NOTES.



BASE CAN DETAIL
NEW INPAVEMENT FIXTURE IN NEW PAVEMENT.
INSTALLATION SHOWN PRIOR TO PAVING OPERATIONS.
N.T.S.

SUGGESTED BASE CAN AND TRENCHED CONDUIT INSTALLATION SEQUENCE

NEW BASE CANS, DUCT AND COUNTERPOISE SHALL BE INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE FOLLOWING ADDITIONAL CRITERIA:

A. CONTRACTOR SHALL CORE FOR NEW BASE CANS AND TRENCH FOR NEW DUCT AND COUNTERPOISE IN THE BASE MATERIAL. NEW BASE CAN SHALL BE MULTI–PIECE. HOLD TOP OF NEW BASE CAN 3/4" TO 1.00" BELOW TOP OF BASE COARSE.

B. INSTALL NEW BASE CAN BOTTOM SECTION, DUCT AND COUNTERPOISE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. NEW BASE CAN BOTTOM SECTION W/ PLYWOOD COVER AND MUD RING ONLY SHALL BE INSTALLED AT THIS TIME. IF PAVEMENT WILL BE OPENED FOR AIRCRAFT USE PRIOR TO EXTENDING BASE CANS INSTALL 3/4" GALVANIZED STEEL BLANK COVER AND MUDPLATE.

C. INSTALL PAVEMENT REINFORCEMENT MESH IN ACCORDANCE WITH THE DETAILS OVER THE BASE CANS, DUCT, ETC.

D. BASE CAN SHALL ONLY BE EXTENDED AFTER FINAL PAVING ACTIVITIES.

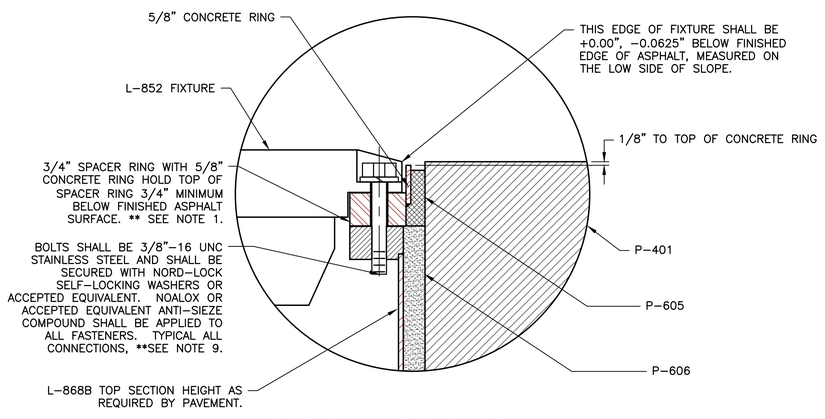
E. ONCE PAVING IS COMPLETE CORE 2" DIAMETER AND MEASURE FOR TOP CAN SECTION. ONCE TOP CAN SECTION IS RECEIVED, CORE AND INSTALL TOP CAN SECTION, SPACER RING WITH CONCRETE RING. INSTALL ISOLATION TRANSFORMER, CONNECT LEADS AND SET FIXTURE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS LEVEL AT CORRECT ELEVATION AND AZIMUTH. BOLT IN PLACE WITH STAINLESS STEEL BOLTS AND NORDLOCK LOCKWASHERS.

F. THE ABOVE WORK SHALL BE CONSIDERED INCIDENTAL TO THE ELECTRICAL PAY ITEMS PROVIDED IN THE CONTRACT DOCUMENTS WITH THE EXCEPTION OF THE PAVING ITEMS WHICH SHALL BE PAID FOR IN THE RESPECTIVE CIVIL PAY ITEMS.

GENERAL NOTE:

1. OPEN CUTTING/TRENCHING OF EXISTING PAVEMENT NOT BEING OVERLAYED IS NOT PERMITTED. COST OF CORING, DIRECTIONAL BORE CONDUIT, DIRECTIONAL DRILLING AND ALL OTHER ITEMS ARE INCIDENTAL TO THE RESPECTIVE PAY ITEMS PROVIDED.

2. THE SUGGESTED BASE CAN INSTALLATION SEQUENCE IS NOT INTENDED TO PROVIDE ALL ENCOMPASSING INSTRUCTIONS FOR THE CONTRACTOR USE, BUT TO PROVIDE A BRIEF DESCRIPTION OF THE REQUIRED WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTORS SELECTED MEANS AND METHODS OF CONSTRUCTION.



DETAIL "A" FOR BASE CAN INSTALLATION IN BITUMINOUS PAVEMENT
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SEMIFLUSH FIXTURE DETAILS (SHEET 2 OF 2)

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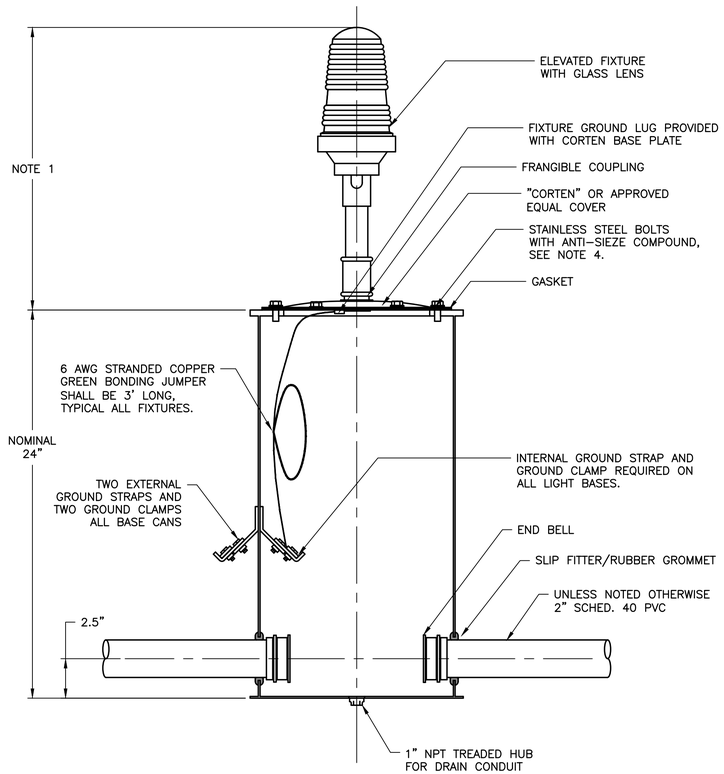
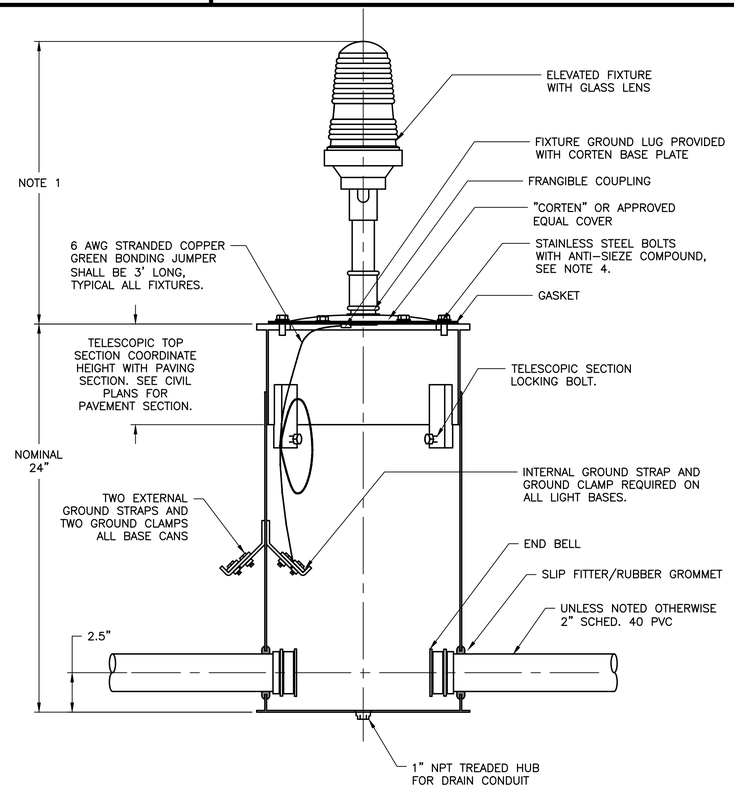
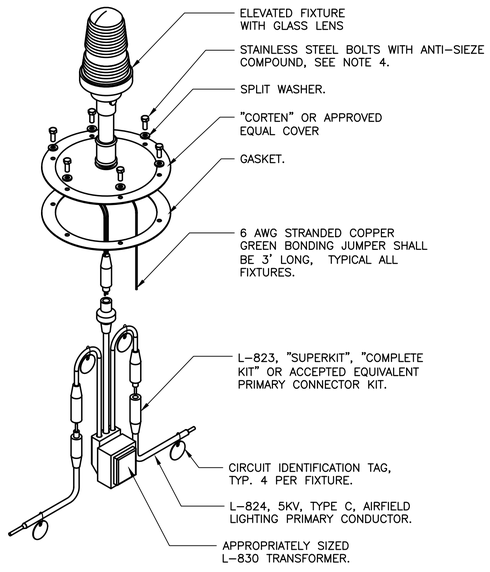


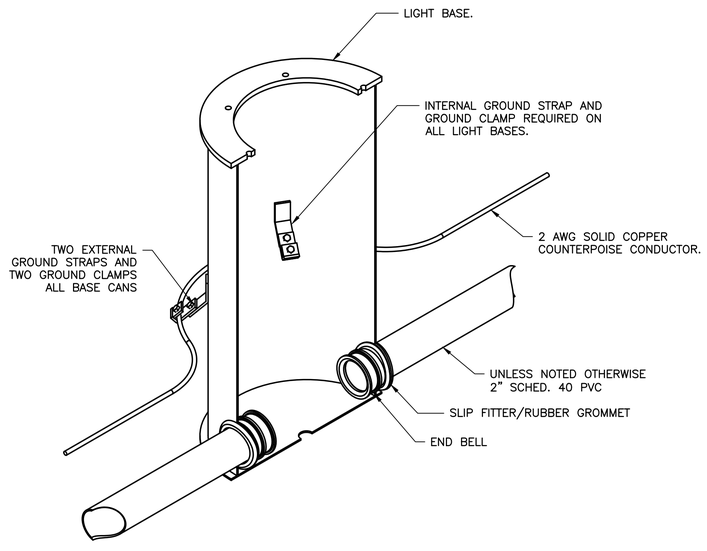
TYPICAL L-867B SINGLE PIECE LIGHT BASE



TYPICAL L-867B TWO PIECE TELESCOPIC LIGHT BASE



TYPICAL FIXTURE INSTALLATION



TYPICAL FIXTURE INSTALLATION

ELEVATED FIXTURE GENERAL NOTES:

1. ALL RUNWAY AND TAXIWAY LIGHTS SHALL BE 14" HIGH UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS.
2. ALL BASE CAN INSTALLATION TECHNIQUES, METHODS, MATERIALS, ETC. SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK.
3. THE FINISHED PAVEMENT SURFACE SHALL BE PROTECTED FROM FOREIGN SUBSTANCES WHICH COULD CAUSE STAINING, IE. CONCRETE, OIL, ETC. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ALL SPILLS AND CORRECT/CLEAN ANY STAINED SURFACES AT THE CONTRACTOR'S EXPENSE.
4. THE BASE CAN COVER MOUNTING BOLTS SHALL EXTEND THRU THE BASE CAN MOUNTING FLANGE INTO THE BASE CAN A MINIMUM OF 1/2". THE BOLTS SHALL HAVE ENOUGH THREAD LENGTH SO THEY DO NOT SHOULDER OUT BEFORE THE FIXTURE IS SECURELY TIGHTENED. ALL BOLTING HARDWARE SHALL BE STAINLESS STEEL AND INSTALLED WITH ANTI-SIEZE COMPOUND.
5. WHEN FIXTURE IS INSTALLED IN EXISTING PAVEMENT. THE EXISTING PAVEMENT SHALL BE SAWCUT THE FULL DEPTH OF THE PAVEMENT PRIOR TO EXCAVATION TO PROVIDE A SMOOTH EDGE.
6. ALL FIXTURES, SHALL BE INSTALLED WITH FIXTURE ID MARKERS. MARKER SHALL BE PLACED IN WET CONCRETE ON THE TAXIWAY SIDE OF THE FIXTURE. SEE CIRCUITING PLANS, DETAILS AND SPECIFICATIONS.
7. ALL DUCT TO BE INSTALLED UNDER EXISTING PAVEMENT SHALL UTILIZE DIRECTIONAL BORE METHODS, UNLESS NOTED OTHERWISE ON THE PLANS. SEE DIRECTIONAL BORE CONDUIT DETAILS AND L-110 SPECIFICATIONS FOR ADDITIONAL DETAILS.
8. LIGHT BASES SHALL BE LEVEL WITHIN ONE DEGREE. CONTRACTOR SHALL BE RESPONSIBLE TO LEVEL (WITHIN ONE DEGREE) ANY BASE CANS WHICH SETTLE DURING CONSTRUCTION OR THROUGHOUT THE WARRANTY PERIOD.
9. P-610 CONCRETE ENVELOPMENT AROUND LIGHT BASES SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
10. BEFORE PLACING CONCRETE THE CONTRACTOR SHALL DEMONSTRATE TO THE PROJECT MANAGER THAT THE BASE CANS ARE AT THE CORRECT LOCATION, ELEVATION, AZIMUTH AND ROTATION.
11. THE P-610 CONCRETE, FOR USE IN EXISTING PAVEMENTS, SHALL BE HIGH EARLY STRENGTH, SUCH AS "SET 45" OR APPROVED EQUAL, PER THE SPECIFICATIONS. NO CORROSIVE ADDITIVES (SUCH AS CALCIUM CHLORIDE) OR CORROSIVE MIXTURES WILL BE PERMITTED. HIGH EARLY STRENGTH P-610 CONCRETE WILL BE REQUIRED ON DUCT/CONDUIT, LIGHT BASES AND OTHER WORK IN EXISTING OPERATIONAL AREAS, AND WITHIN THE SAFETY AREAS OF OPERATIONAL PAVEMENT, TO MEET THE PROJECT PHASING SCHEDULING REQUIREMENTS. THE EXTRA COST FOR THE HIGH EARLY STRENGTH P-610 CONCRETE SHALL BE INCIDENTAL TO THE RESPECTIVE BID ITEM OF WHICH IT IS A COMPONENT PART.
12. WHEN THREE (3) OR MORE CONDUITS ENTER A L-867B (12" DIAMETER) BASE CAN THAT CONTAIN CIRCUIT CONDUCTORS A L-867D (16" DIAMETER) BASE CAN SHALL BE USED. SEE CIRCUITING PLANS TO DETERMINE LOCATIONS OF WHERE L-867D LIGHT BASES SHALL BE USED. THE DRAIN CONNECTIONS IN THE LIGHT BASE ARE EXCLUDED FROM CONDUIT COUNT.
13. SINGLE PIECE LIGHT BASES SHALL BE USED IN PRECAST LIGHT BASE UNITS AND WHERE PERMITTED IN PCC SHOULDER PAVEMENT.
14. TELESCOPIC LIGHT BASES SHALL BE USED IN ALL ASPHALT SHOULDER PAVEMENT INSTALLATIONS. SINGLE PIECE BASE CANS SHALL NOT BE INSTALLED IN ASPHALT PAVEMENT UNLESS NOTED OTHERWISE.

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

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ELEVATED FIXTURE DETAILS (SHEET 1 OF 3)

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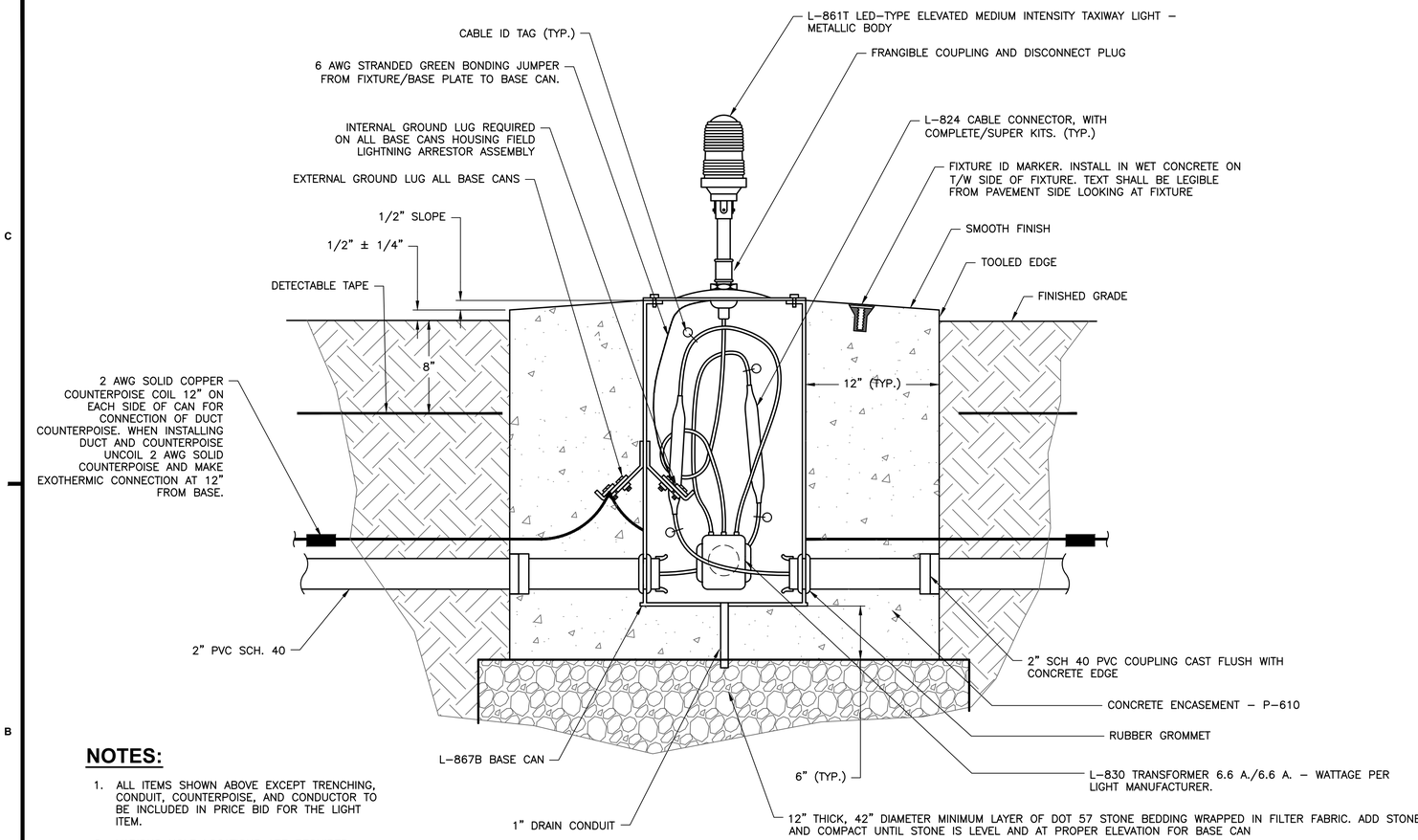

NOTES:

1. ALL ITEMS SHOWN ABOVE EXCEPT TRENCHING, CONDUIT, COUNTERPOISE, AND CONDUCTOR TO BE INCLUDED IN PRICE BID FOR THE LIGHT ITEM.
2. VARIOUS HOLE LOCATIONS ARE REQUIRED - SEE PLAN. BASES SHALL BE OBTAINED WITH NECESSARY HOLES MADE AT THE FACTORY PRIOR TO GALVANIZING.

ELEVATED FIXTURE NOTES:

1. SEE ELEVATED DETAIL SHEET E501 FOR ADDITIONAL NOTES AND LIGHT BASE DETAILS.
2. THE TAXIWAY LIGHTS SHALL BE 14" HIGH UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS.
3. ALL BASE CAN INSTALLATION TECHNIQUES, METHODS, MATERIALS, ETC. SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK.
4. THE FINISHED PAVEMENT SURFACE SHALL BE PROTECTED FROM FOREIGN SUBSTANCES WHICH COULD CAUSE STAINING, IE. CONCRETE, OIL, ETC. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ALL SPILLS AND CORRECT/CLEAN ANY STAINED SURFACES AT THE CONTRACTOR'S EXPENSE.
5. THE BASE CAN COVER MOUNTING BOLTS SHALL EXTEND THRU THE BASE CAN MOUNTING FLANGE INTO THE BASE CAN A MIN. OF 0.5". THE BOLTS SHALL HAVE ENOUGH THREAD LENGTH SO THEY DO NOT SHOULDER OUT BEFORE THE FIXTURE IS SECURELY TIGHTENED. ALL BOLTING HARDWARE SHALL BE STAINLESS STEEL AND INSTALLED WITH ANTI-SIEZE COMPOUND.
6. P-610 CONCRETE AROUND BASE CANS SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
7. ALL FIXTURES, SIGNS ETC. SHALL BE INSTALLED WITH FIXTURE ID MARKERS. MARKER SHALL BE PLACED IN WET CONCRETE ON THE TAXIWAY SIDE OF THE FIXTURE. SEE CIRCUITING PLANS, DETAILS AND SPECIFICATIONS.
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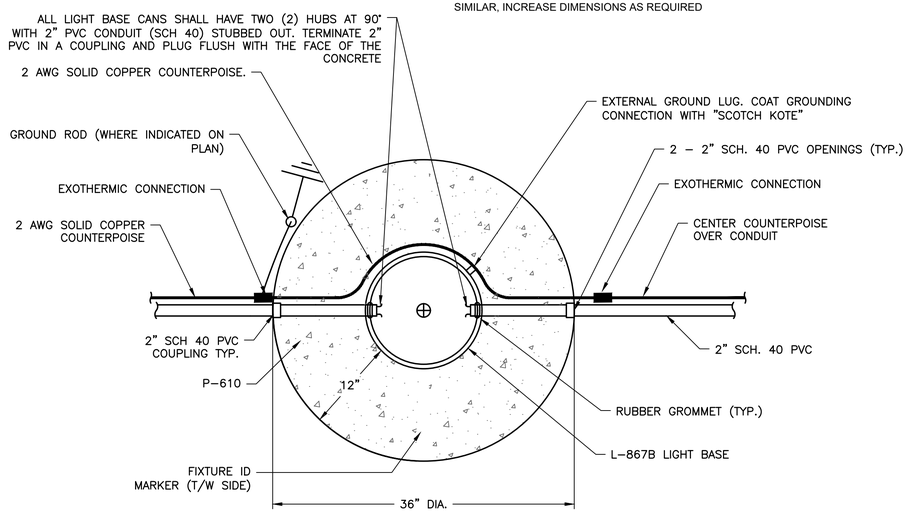
9. BEFORE PLACING CONCRETE THE CONTRACTOR SHALL DEMONSTRATE TO THE PROJECT MANAGER THAT THE BASE CANS ARE AT THE CORRECT LOCATION, ELEVATION, AZIMUTH AND ROTATION.
10. THE P-610 CONCRETE, FOR USE IN EXISTING PAVEMENTS, SHALL BE HIGH EARLY STRENGTH, SUCH AS "SET 45" OR APPROVED EQUAL, PER THE SPECIFICATIONS. NO CORROSIVE ADDITIVES (SUCH AS CALCIUM CHLORIDE) OR CORROSIVE MIXTURES WILL BE PERMITTED. HIGH EARLY STRENGTH P-610 CONCRETE WILL BE REQUIRED ON DUCT/CONDUIT, BASE CANS AND OTHER WORK IN EXISTING OPERATIONAL AREAS, AND WITHIN THE SAFETY AREAS OF OPERATIONAL PAVEMENT, TO MEET THE PROJECT PHASING SCHEDULING REQUIREMENTS. THE EXTRA COST FOR THE HIGH EARLY STRENGTH P-610 CONCRETE SHALL BE INCIDENTAL TO THE RESPECTIVE BID ITEM OF WHICH IT IS A COMPONENT PART.
11. WHERE THREE (3) OR MORE CONDUITS ENTER A LIGHT BASE SUCH AS A CONDUIT BRANCH TO A SIGN, OTHER FIXTURE, DRAIN OR STUB OUT A L-867D BASE CAN SHALL BE USED.

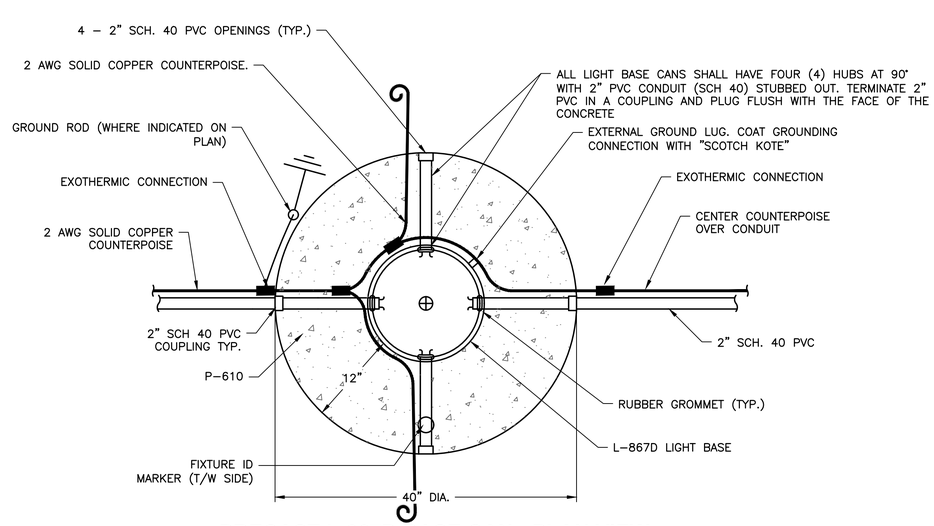
PRECAST L-867 BASE CAN - ELEVATION

L-867B SHOWN, INSTALLATION OF L-867D SIMILAR, INCREASE DIMENSIONS AS REQUIRED



PRECAST L-867B BASE CAN - PLAN VIEW

L-867B SHOWN, TYPICAL OF LIGHT FIXTURE WITHOUT BRANCH TO SIGN OR OTHER FIXTURES



PRECAST L-867D BASE CAN - PLAN VIEW

L-867D SHOWN, TYPICAL OF LIGHT FIXTURE WITH BRANCH TO SIGN OR OTHER FIXTURES

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

ELEVATED FIXTURE DETAILS (SHEET 2 OF 3)

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APPROVED BY:	DJN
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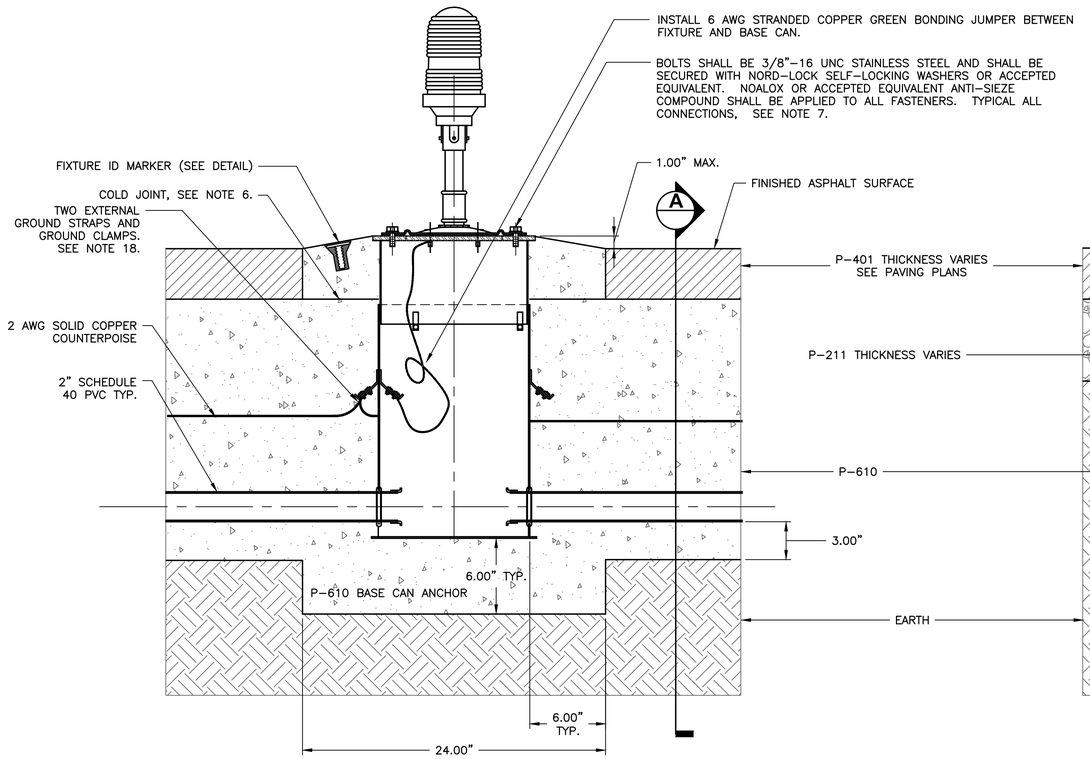
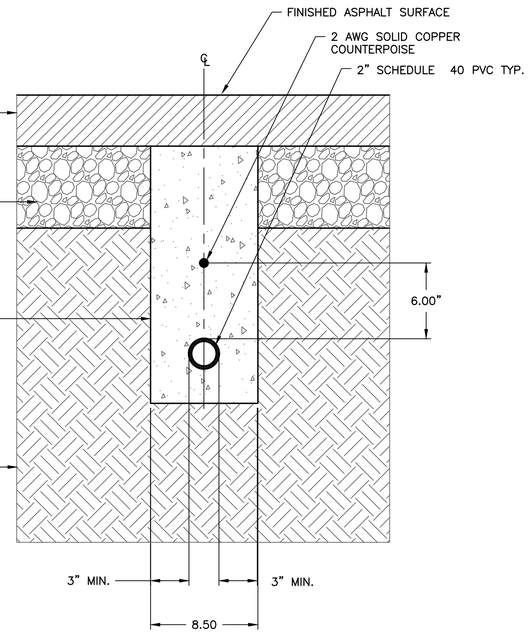


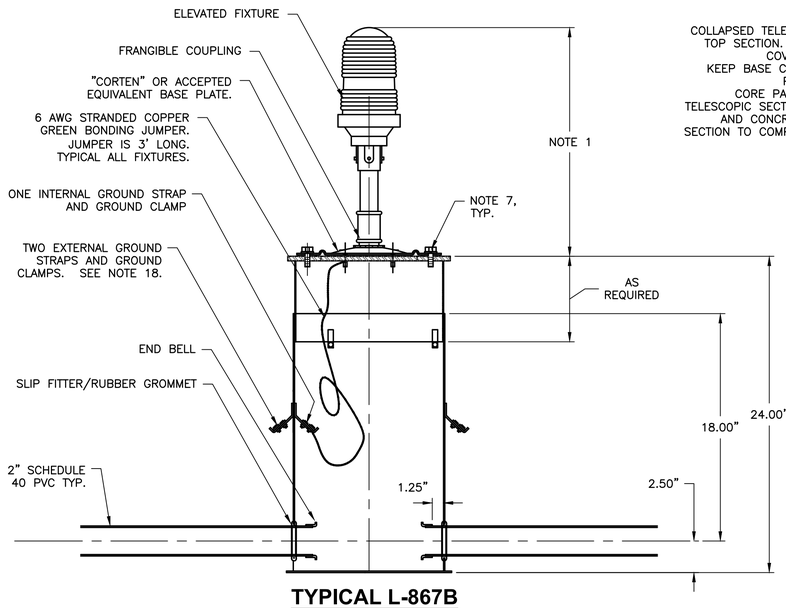
TYPICAL INSTALLATION DETAIL FOR L-867B TELESCOPING BASE CAN IN NEW ASPHALT PAVEMENT WITH LIMEROCK BASE

N.T.S.



SECTION A-A

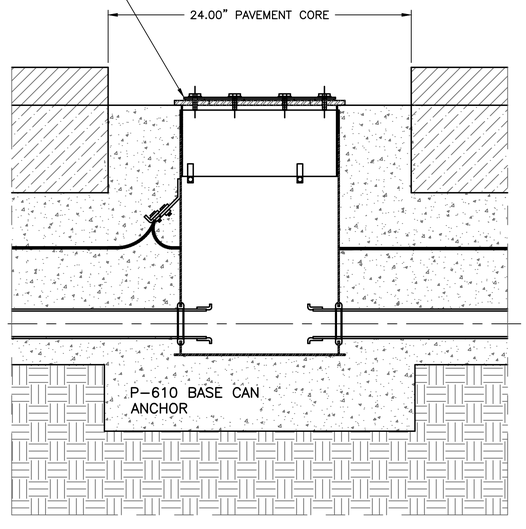
N.T.S.



TYPICAL L-867B TELESCOPING BASE CAN

N.T.S.

COLLAPSED TELESCOPING BASE CAN TOP SECTION. INSTALL PLYWOOD COVER AND MUD RING. KEEP BASE CAN CLOSED DURING PAVING OPERATIONS. CORE PAVEMENT TO ACCESS TELESCOPIC SECTION, RAISE SECTION AND CONCRETE IN TELESCOPIC SECTION TO COMPLETE INSTALLATION.



COLD JOINT CORE AFTER PAVING

N.T.S.

ELEVATED FIXTURE NOTES:

1. THE RUNWAY OR TAXIWAY EDGE LIGHTS SHALL BE 14" HIGH UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS.
2. ALL BASE CAN INSTALLATION TECHNIQUES, METHODS, MATERIALS, ETC. SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK.
3. BEFORE PAVING MAY PROCEED, THE CONTRACTOR SHALL DEMONSTRATE TO THE ENGINEER THAT THE BASE CANS ARE LEVEL AND AT THE CORRECT LOCATION, ELEVATION AND AZIMUTH AND THAT THE PROPER CLEARANCE EXISTS BETWEEN THE BASE CAN AND THE PAVING TRAIN.
4. WHENEVER MORE THAN TWO CONDUITS ENTER OR EXIT A L–867B BASE CAN, A L–867D BASE CAN SHALL BE USED. CONDUITS USED EXCLUSIVELY FOR DRAINS, SHALL BE EXCLUDED FROM THE COUNT. THE INSTALLATION DETAIL FOR THE L–867B BASE CAN SHALL BE USED AS A GUIDE FOR THE INSTALLATION OF THE L–867D BASE CAN WITH THE APPROPRIATE DIMENSIONS INCREASED TO ACCOMMODATE THE LARGER BASE CAN.
5. THE FINISHED PAVEMENT SURFACE SHALL BE PROTECTED FROM FOREIGN SUBSTANCES WHICH COULD CAUSE STAINING, IE. CONCRETE, OIL, ETC. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ALL SPILLS AND CORRECT/CLEAN ANY STAINED SURFACES AT THE CONTRACTOR'S EXPENSE.
6. CLEAN THE SURFACE OF THE CONCRETE TO EXPOSE ROUGH AGGREGATE. APPLY AN APPROVED EPOXY BONDING COMPOUND TO THE CLEANED SURFACE, PRIOR TO POURING THE SECOND LIFT.
7. THE BASE CAN COVER MOUNTING BOLTS SHALL EXTEND THRU THE BASE CAN MOUNTING FLANGE INTO THE BASE CAN A MIN. OF 0.5". THE BOLTS SHALL HAVE ENOUGH THREAD LENGTH SO THEY DO NOT SHOULDER OUT BEFORE THE FIXTURE IS SECURELY TIGHTENED.
8. EXISTING PAVEMENT SHALL BE SAWCUT PRIOR TO EXCAVATION TO PROVIDE A SMOOTH EDGE.
9. P–610 CONCRETE AROUND BASE CANS AND DUCT/CONDUIT SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
10. HIGH EARLY STRENGTH P–610 CONCRETE WILL BE REQUIRED ON DUCT/CONDUIT, BASE CANS AND OTHER WORK IN EXISTING OPERATIONAL AREAS, AND WITHIN THE SAFETY AREAS OF OPERATIONAL PAVEMENT, TO SUPPORT OPENING THE AREA IN ACCORDANCE WITH THE PROJECT PHASING SCHEDULING REQUIREMENTS. THE P–610 CONCRETE, FOR USE IN EXISTING PAVEMENTS, SHALL BE HIGH EARLY STRENGTH SUCH AS "SET 45", OR ACCEPTED EQUIVALENT, PER THE SPECIFICATIONS. NO CORROSIVE ADDITIVES (SUCH AS CALCIUM CHLORIDE) OR CORROSIVE MIXTURES WILL BE PERMITTED. THE EXTRA COST FOR THE HIGH EARLY STRENGTH P–610 CONCRETE SHALL BE INCIDENTAL TO THE RESPECTIVE BID ITEM OF WHICH IT IS A COMPONENT PART. CONCRETE SHALL OBTAIN 4,000 PSI STRENGTH PRIOR TO OPENING PAVEMENT TO AIRCRAFT.
11. IMMEDIATELY AFTER THE HOLES ARE CORED IN THE PAVEMENT OR BASE COURSE, THE BASE CANS SHALL BE INSTALLED AND THE P–610 PLACED SO AS TO PREVENT WATER FROM ENTERING THE SUBGRADE.
12. USE GE RTV 118 SELF LEVELING SEALANT, OR ACCEPTED EQUIVALENT, AS A SEALANT BETWEEN ADAPTER/SPACER RING AND BASE CAN, AND BETWEEN BASE CAN SECTIONS.
13. APPLY PAVEMENT REINFORCEMENT MESH GLASS PAVE 25 BY SAINT GOBAIN TECHNICAL FABRICS, OR ACCEPTED EQUIVALENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
14. ALL FIXTURES SHALL BE INSTALLED WITH FIXTURE ID MARKERS. MARKER SHALL BE PLACED IN ACCORDANCE WITH THE DETAILS. SEE FIXTURE IDENTIFICATION PLANS, DETAILS AND SPECIFICATIONS.
15. REPAIR OF EXISTING PAVEMENT CUT FOR THE INSTALLATION OF ELECTRICAL ITEMS SHALL BE IN ACCORDANCE WITH THE CIVIL PLANS, DETAILS AND SPECIFICATIONS, AND SHALL BE CONSIDERED INCIDENTAL TO THE ELECTRICAL PAY ITEM. WHERE ASPHALT IS BEING MILLED WITHIN THIS PROJECT THE PAVEMENT MAY BE OPEN CUT FOR THE INSTALLATION OF LIGHTS AND CONDUIT. ALL OTHER AREAS SHALL UTILIZE DIRECTIONAL BORE METHODS. DIRECTIONAL BORING IS INCIDENTAL TO THE RESPECTIVE DUCT PAY ITEM OF WHICH IT IS A COMPONENT PART.
16. SINGLE FLAT SPACER RINGS SHALL BE USED FOR HEIGHT ADJUSTMENTS FROM 1/16" TO 1–11/16" IN 1/16" INCREMENTS. A BASE CAN EXTENSION SHALL BE USED FOR HEIGHT ADJUSTMENTS OF 1–3/4" AND GREATER. A MAXIMUM OF 2 SPACERS MAY BE USED BETWEEN BOLTED CAN EXTENSIONS, OR THE BASE CAN AND FIXTURE.
17. PRIOR TO PLACEMENT OF THE P–610 BASE CAN ANCHORS AND CONDUIT ENCASEMENT THE CONTRACTOR SHALL DEMONSTRATE TO THE RPR THAT FIXTURES, SIGNS ETC. CAN BE WIRED IN NUMERICAL ORDER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
18. ALL L–867 BASE CANS AND TRANSFORMER HOUSES SHALL BE EQUIPPED WITH ONE INTERNAL AND TWO EXTERNAL GROUND STRAPS EACH WITH GROUND CLAMPS. NOT MORE THAN ONE (1) SINGLE 2 AWG SOLID COPPER CONDUCTOR SHALL BE PERMITTED TO BE TERMINATED ON ANY SINGLE BASE CAN GROUND CLAMP. ALL GROUNDING AND BONDING CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND LISTINGS. ALL COUNTERPOISE AND GROUNDING/BONDING CONNECTIONS SHALL BE UL 467 LISTED FOR DIRECT EARTH BURIAL AND ENCASEMENT IN CONCRETE AND UL 96 LISTED FOR LIGHTNING PROTECTION. ALL TOP CAN SECTIONS SHALL BE EQUIPPED WITH ONE INTERNAL BASE CAN GROUND STRAP WITH A GROUND CLAMP.
19. ALL L–867 BASE CANS AND TRANSFORMER HOUSES SHALL HAVE AN INSTALLED DEPTH AS NOTED IN THE CONTRACT DOCUMENTS BUT UNLESS SPECIFICALLY NOTED OTHERWISE A MINIMUM DEPTH OF 20 INCHES NOT INCLUDING THE HEIGHT OF SPACER RINGS OR FIXTURES SHALL BE USED.

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ELEVATED FIXTURE DETAILS (SHEET 3 OF 3)

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NOTES:

1. ALL NEW SIGN MODULES, SIGNS AND ANY MODIFICATIONS TO EXISTING SIGNS SHALL CONFORM TO AC 150/5340-18 AND 150/5345-44, LATEST EDITIONS AND SIGNAGE AND MARKING SUPPLEMENTS. ALL MATERIALS, SIGN BASE DETAILS, ETC., SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. NEW SIGN PANELS SHALL BE FURNISHED BY THE MANUFACTURER OF THE SIGN IN WHICH THE NEW PANELS ARE TO BE INSTALLED.

2. THE DETAILS SHOWN IN THE PLANS PROVIDE THE MINIMUM REQUIREMENTS FOR SIGN INSTALLATIONS. THE CONTRACTOR SHALL USE STANDARDS APPLICABLE FOR THE PARTICULAR SIGN MANUFACTURER. THE BOLTING PATTERN, METHOD OF ANCHORING, ETC., SHALL BE PER SIGN MANUFACTURER'S RECOMMENDATIONS AND APPROVED BY THE ENGINEER.

3. THE SIGNS SHALL WITHSTAND MODE 1, 2 OR 3 WIND LOAD (AS NOTED IN CONTRACT DOCUMENTS) PER AC 150/5345-44, LATEST EDITION, WITHOUT DAMAGE. THE SIGN SHALL NOT BREAK AT THE FRANGIBLE POINTS NOR SUFFER PERMANENT DISTORTION. ALL SIGNS SHALL BE MODE 2 (200 MPH) UNLESS SPECIFICALLY NOTED OTHERWISE. SEE SIGN SCHEDULE.

4. ALL SIGNS SHALL BE FURNISHED WITH ONE TETHER PER MODULE. TETHERS SHALL BE 3/16" STAINLESS STEEL AIRCRAFT CABLE WITH A FORMED EYE ON BOTH ENDS. THE TETHER EYE SHALL BE ATTACHED TO THE SIGN HARD POINT IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND TO THE CONCRETE BASE BY BEING SANDWICHED BETWEEN TWO STAINLESS STEEL FENDER WASHERS, WITH A HILTI 1/2" DIAMETER X 6" SS (HAS RODS) HIT RE500 ADHESIVE ANCHOR, OR ACCEPTED EQUIVALENT. THE TETHER SHALL BE OF SUFFICIENT LENGTH TO HAVE A MINIMUM OF 6" OF SLACK WHEN ATTACHED BETWEEN THE SIGN AND THE SIGN BASE. THE TETHERS AND BONDING CONDUCTORS SHALL BE OF SUFFICIENT LENGTH TO ALLOW THE FRANGIBLE COUPLINGS TO OPERATE WITHOUT RESTRICTIONS AND TO ALLOW THE POWER CABLE TO DISCONNECT IF THE SIGN FALLS OVER. THE SIGN ANCHOR BOLTS SHALL NOT BE USED FOR THE TETHER ANCHOR. THE TOP OF THE SIGN AND TETHER ANCHOR BOLTS SHALL NOT EXTEND ABOVE THE FRANGIBLE POINT ON THE FRANGIBLE COUPLING. IN ADDITION TO INSTALLING ONE TETHER PER MODULE A SIGN ARRAY SHALL BE EQUIPPED WITH A TETHER ON EACH END. ONE MODULE SIGNS SHALL BE EQUIPPED WITH TWO TETHERS.

5. SIGN INSTALLATION REQUIRES A FLAT MOUNTING SURFACE. THE SIGN PAD SHALL BE FLAT AND LEVEL IN THE AREA WHERE THE SIGN MOUNTING FLANGES ARE LOCATED. ALL SIGN BEARING SURFACES ON THE CONCRETE PAD FOR MOUNTING FLANGE INSTALLATION SHALL BE KEPT IN THE SAME HORIZONTAL PLANE AS THE TOP OF THE L-867 GALVANIZED STEEL BLANK COVER. THE PAD AREA WHERE THE SIGN MOUNTING FLANGES WILL BE LOCATED SHALL BE FLAT AND LEVEL WITH NO TAPER TO ENSURE THAT THE SIGN WILL SET PLUMB AND LEVEL TO PREVENT UNEVEN LOADING ON THE FRANGIBLE COUPLINGS. SHIMS ARE SPECIFICALLY PROHIBITED. THE SIGN SHALL BE INSTALLED PLUMB AND LEVEL IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. DISTORTED OR WAVY SIGN PANELS ARE AN INDICATION THAT THE SIGN IS NOT PLUMB OR LEVEL. DISTORTED OR WAVY SIGN PANELS ARE UNACCEPTABLE. LUBRICATE THE THREADS OF THE FRANGIBLE COUPLING WITH ANTI-SEIZE COMPOUND BEFORE INSTALLING SIGN. SIGNS SHALL BE WELL SEALED AGAINST INFILTRATION BY WATER AND DIRT.

6. EACH NEW SIGN SHALL BE FURNISHED WITH AN ON-OFF TOGGLE SWITCH WITH WEATHERPROOF COVER. THE SWITCH SHALL BE USED BY MAINTENANCE PERSONNEL TO DE-ENERGIZE THE SIGN SO MAINTENANCE WORK CAN BE PERFORMED. THE SWITCH SHALL BE PHYSICALLY AND ELECTRICALLY LOCATED IMMEDIATELY ADJACENT TO THE LOAD SIDE OF THE L-823 DISCONNECT PLUG. WHEN THE SWITCH IS IN THE OFF POSITION THE SIGN SHALL BE ISOLATED FROM THE SERIES CIRCUIT AND THE SECONDARY OF THE L-830 ISOLATION TRANSFORMER SHALL BE SHORTED. THE WEATHERPROOF COVER SHALL PROVIDE PROTECTION FROM DRIVING RAIN, SNOW AND ICE, AND SHALL HAVE A SPRING OPERATED CLOSING DEVICE. THE WEATHERPROOF COVER SHALL ALSO PROVIDE PHYSICAL PROTECTION FOR THE SWITCH HANDLE.

7. RIGHT SIDE VIEW, SECTION A-A AND DETAILS A, A1 & B ARE TYPICAL FOR ALL SIGNS ON ALL SIGN DETAIL SHEETS.

8. FOR LOCATION AND ORIENTATION OF SIGNS AND FOUNDATIONS, SEE PLANS. THE LOCATION SHOWN ON THE PLANS IS THE PERPENDICULAR DISTANCE FROM THE DEFINED TAXIWAY/RUNWAY EDGE OF FULL STRENGTH PAVEMENT, TO THE NEAR SIDE OF THE SIGN ON THE SIGN'S LONGITUDINAL CENTERLINE SIGN REFERENCE POINT ⊕ (SEE PLAN VIEW). EXISTING SIGNS TO BE MODIFIED SHALL EXPAND IN THE DIRECTION AWAY FROM THE RUNWAY OR TAXIWAY. ALL SIGNS SHALL BE INSTALLED WITH FIXTURE I.D. MARKERS.

9. ALL SIGNS SHALL BE ORIENTED SUCH THAT THE LONGITUDINAL CENTERLINE OF THE SIGN IS PERPENDICULAR TO THE RESPECTIVE TAXIWAY/RUNWAY CENTERLINE, UNLESS NOTED OTHERWISE.

10. ALL SIZE 2 MANDATORY SIGNS SHALL BE LOCATED 33' OFF THE EDGE OF FULL STRENGTH PAVEMENT, AND ALIGNED WITH THE FRONT EDGE OF THE FRONT STRIPE OF THE HOLD POSITION MARKING, UNLESS NOTED OTHERWISE.

11. ALL SIZE 2 TAXIWAY GUIDANCE SIGNS SHALL BE LOCATED 33' OFF THE EDGE OF FULL STRENGTH PAVEMENT, ALIGNED WITH THE POINT OF TANGENCY (PT), POINT OF CURVATURE (PC) AS SHOWN ON THE PLANS, UNLESS NOTED OTHERWISE.

12. THE ACTUAL SIGN DIMENSIONS WILL VARY PER MANUFACTURER. THE BASE SIZE AS SHOWN SHALL BE ADJUSTED TO MATCH THE SIGN SUBMITTED. THE SUBMITTAL SHALL INCLUDE NEW BASE DIMENSIONS, LAYOUT, ETC. THE SIGN LEGEND (MESSAGE) SHALL BE CENTERED IN THEIR RESPECTIVE PANELS.

13. THE CONCRETE BASE SHALL EXTEND 3'-0" BEYOND EACH SIDE OF THE SIGN. THE EDGE OF THE CONCRETE BASE SHALL EXTEND 20" BEYOND THE CENTERLINE OF THE L-867D BASE CAN.

14. ALL CONCRETE SHALL COMPLY WITH P-610 SPECIFICATION.

15. P-610 CONCRETE STEEL REINFORCEMENT SHALL BE TYPE ASTM A615 GRADE 60. ALL REINFORCEMENT SHALL HAVE A 2" MINIMUM CONCRETE COVER. REINFORCEMENTS MAY BE ADJUSTED TO MISS INTERFERENCES.

16. STRUCTURAL BACKFILL, FREE-DRAINING, AS APPROVED BY THE ENGINEER, SHALL BE PLACED IN HORIZONTAL LIFTS NOT TO EXCEED 4" IN LOOSE DEPTH, AND COMPACTED. SLOPE SHALL NOT EXCEED 33:1 WITHIN RUNWAY OR TAXIWAY SAFETY AREA, OR 4:1 OUTSIDE THE SAFETY AREA, WITHOUT WRITTEN PERMISSION OF THE ENGINEER. THE RUNWAY SAFETY AREA IS ANY AREA WITHIN 250 FEET OF THE RUNWAY CENTERLINE. THE TAXIWAY SAFETY AREA IS ANY AREA WITHIN 59 FEET OF THE TAXIWAY CENTERLINE. SHOULD THE SLOPE REQUIREMENT NOT BE OBTAINED THE CONTRACTOR SHALL INSTALL RETAINING WALLS ON 3 SIDES AS SHOWN ON SIGN DETAIL SHEET TBD, AT NO ADDITIONAL COST TO THE OWNER.

17. ALL AREAS FOR THE LEG FLANGE PLATES SHALL BE IN THE SAME PLANE. THE ANCHOR BOLTS SHALL BE A-36 STEEL, HOT DIP GALVANIZED WHEN CAST INTEGRALLY WITH THE CONCRETE PAD OR 1/2" X 6" STAINLESS STEEL HILTI (HAS RODS) HIT RE500 ADHESIVE ANCHORS OR ACCEPTED EQUIVALENT WHEN USED ON EXISTING OR DRILLED INTO NEW CONCRETE PADS.

18. SODDING OF DISTURBED AREAS SHALL BE INCLUDED IN THE INDIVIDUAL SIGN PAY ITEM. EXCAVATION, GRADING FILL ETC. FOR THE SIGNS IS INCIDENTAL TO THE SIGN PAY ITEM.

19. THE ORIENTATION, INSTALLATION, AND DEPTH OF THE 2" CONDUIT SHALL BE COORDINATED WITH THE PLANS. EXISTING SLEEVES MAY BE USED FOR ENTRY TO MANHOLES. IF NO SLEEVES ARE AVAILABLE CONTRACTOR SHALL CORE MANHOLE WALL.

20. ALL CONDUIT SHALL BE 2" SCHEDULE 40 PVC EXCEPT THE RGS COUPLINGS AND 6" RGS NIPPLE AT SIGN POWER LEG. (SEE DETAIL "A/A1")

21. EACH ABANDONED CONDUIT AND DUCT SHALL BE WATERPROOF SEALED WITH POLYURETHANE FOAM AT BOTH ENDS. THE SEAL SHALL BE 1" THICK MIN. AND REMOVABLE FOR FUTURE USE. THE END OF THE ABANDONED CONDUIT OR DUCT SHALL BE MARKED WITH AN END OF DUCT MARKER. THE EXACT LOCATION OF EACH ABANDONED CONDUIT AND DUCT SHALL BE SURVEYED AND RECORDED ON THE RECORD DRAWINGS.

22. GROUND RODS SHALL BE 3/4 INCH DIAMETER, 10 FEET LONG, COPPER CLAD STEEL SECTIONAL RODS. EACH GROUND ROD SHALL BE INDIVIDUALLY TESTED PRIOR TO CONNECTION TO THE GROUND GRID OR COUNTERPOISE. EACH INDIVIDUAL ROD SHALL HAVE AN EARTH RESISTANCE OF 10 OHMS OR LESS PRIOR TO CONNECTION TO COUNTERPOISE OR GROUND GRID. ADDITIONAL SECTIONS SHALL BE ADDED TO THE ROD TO ACHIEVE THE 10 OHM REQUIREMENT.

23. THE #2 AWG SOLID COPPER BONDING CONDUCTOR AND SIGN TETHER SHALL NOT BE ATTACHED AT THE SAME BOLT. AN APPROVED MECHANICAL OR COMPRESSION LUG SHALL BE USED TO CONNECT THE BONDING CONDUCTOR TO THE SIGN.

24. NEW CABLE AND CONNECTORS SHALL BE INSTALLED BETWEEN THE EXISTING CIRCUIT AT THE LIGHT/MANHOLE AND THE NEW SIGN.

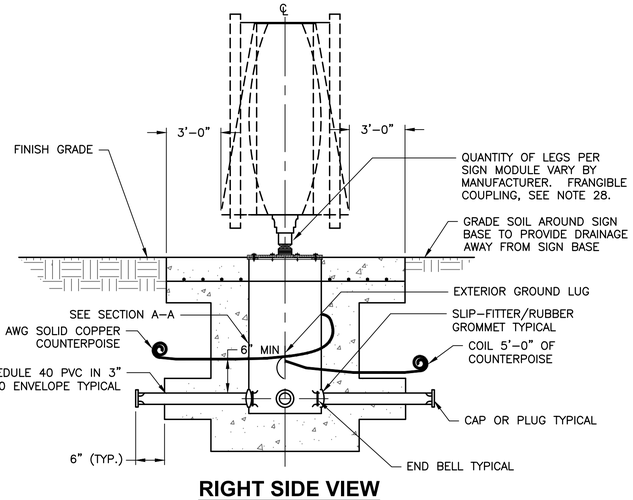
25. OLD SIGN FEEDS NOT USED SHALL BE REMOVED BACK TO THE LAST BASE CAN OR MANHOLE/HANDHOLE FROM WHICH THE SIGN IS FED.

26. INSTALL TWO SS FENDER WASHERS, 0.062" THICK, BETWEEN EACH ANCHOR BOLT NUT AND BASE FLANGE. SS FENDER WASHER OD SHALL BE 3/4" LARGER THAN NARROW DIMENSION OF SLOT IN BASE FLANGE. SUBMIT BASE FLANGE AND FENDER WASHERS WITH EQUIPMENT SUBMITTAL.

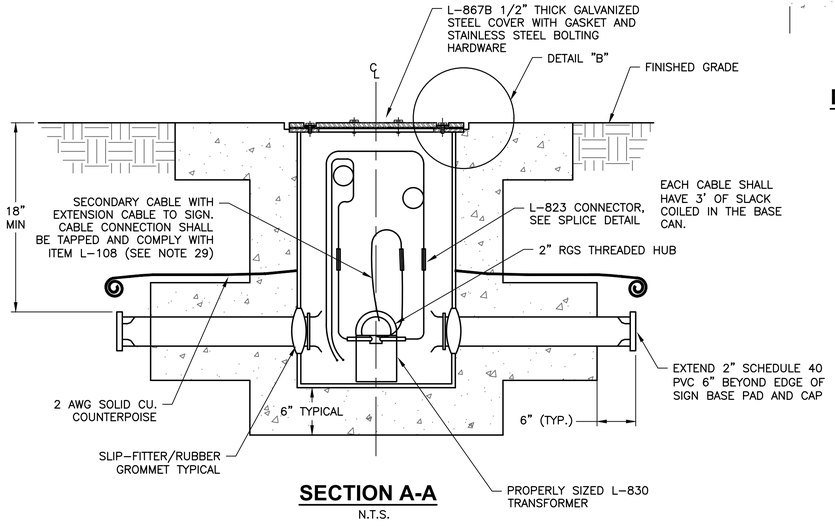
27. ALL UNUSED ANCHOR BOLTS IN REUSED PADS SHALL BE PULLED OUT TO THE GREATEST EXTENT POSSIBLE, CUT OFF FLUSH WITH THE PAD AND THEN DRIVEN TO THE BOTTOM OF THE HOLE. FILL HOLE WITH FIVE STAR EZ-CURE GROUT OR ACCEPTED EQUIVALENT.

28. FRANGIBLE CONNECTIONS SHALL BE IN ACCORDANCE WITH FAA ADVISORY CIRCULAR AC 150/5220-23, CURRENT EDITION. FRANGIBLE COUPLINGS SHALL BE METALLIC AND PROVIDE AN ELECTRICAL BOND BETWEEN THE ITEM AND THE BASE. ALL FRANGIBLE POINTS SHALL BE NO HIGHER THAN 3" ABOVE GRADE IN ACCORDANCE WITH FAA ENGINEERING BRIEF 79, DETERMINING RSA NAVAID FRANGIBILITY AND FIXED-BY-FUNCTION REQUIREMENTS AND FAA ADVISORY CIRCULAR AC 150/5300-13, CURRENT EDITION.

29. AT EACH SIGN, IN THE SIGN LIGHT BASE, TAPE THE L-823 CONNECTOR BETWEEN THE L-830 SECONDARY CONNECTOR AND THE SECONDARY EXTENSION CABLE. DO NOT TAPE THE CONNECTION WITHIN THE FRANGIBLE COUPLING. FIRST - APPLY THREE LAYERS OF 2" WIDE 3M SCOTCH 130C LINERLESS RUBBER SPLICING TAPE OR ACCEPTED EQUIVALENT. WHEN APPLYING 130C TAPE STRETCH TO A MINIMUM OF 3/4 OF ITS ORIGINAL WIDTH TO PRODUCE A UNIFORM WIND. CENTER TAPE ON MATING SURFACES OF CONNECTOR BODY. EXTEND TAPE 1.5" ON BOTH SIDES OF CONNECTOR BODY MATING SURFACES. SECOND - APPLY THREE HALF-LAPPED LAYERS OF 3M SCOTCH 88 TAPE OR ACCEPTED EQUIVALENT. WHEN APPLYING 88 TAPE STRETCH TO A MINIMUM OF 5/8 OF ITS ORIGINAL WIDTH TO PRODUCE A UNIFORM WIND. APPLY TAPE WITH NO TENSION ON LAST WRAP TO PREVENT FLAGGING. EXTEND SCOTCH 88 TAPE 3" ON BOTH SIDES OF CONNECTOR BODY MATING SURFACES. EACH NEW SIGN SHALL BE PROVIDED WITH A PROPERLY SIZED L-830 ISOLATION TRANSFORMER AND SIGN EXTENSION CORD.



RIGHT SIDE VIEW
N.T.S.



SECTION A-A
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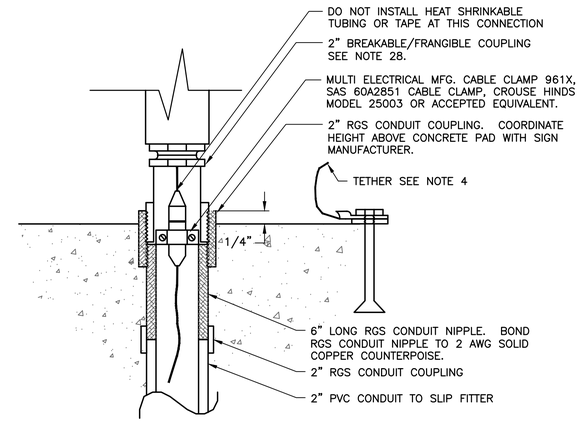

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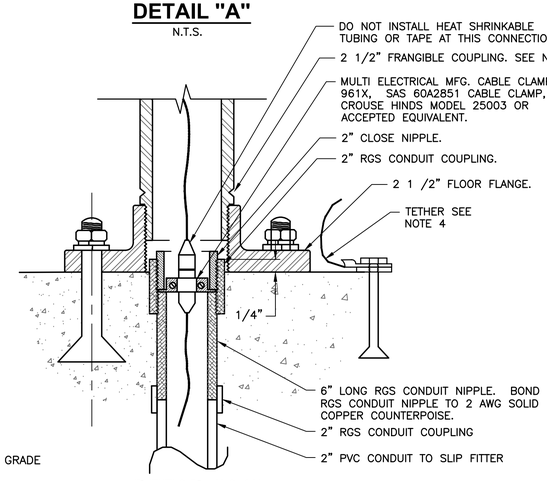

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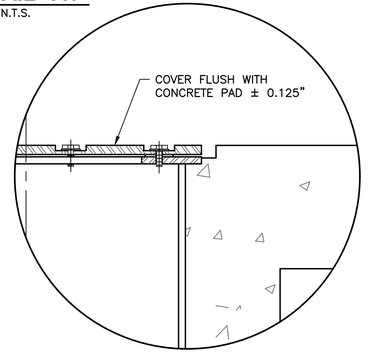

DETAIL "B"
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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

SIGN NOTES

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CHECKED BY:	MAG
APPROVED BY:	DJN
DATE:	MAY 2024

FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704E506

DRAWING
E506

BID DRAWINGS

XREFS: x2328704_tb
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ARROW ROTATION ANGLE DATA AS VIEWED LOOKING AT SIGN FACE

SIDE 2

END TOWARD T/W OR R/W

SIDE 1

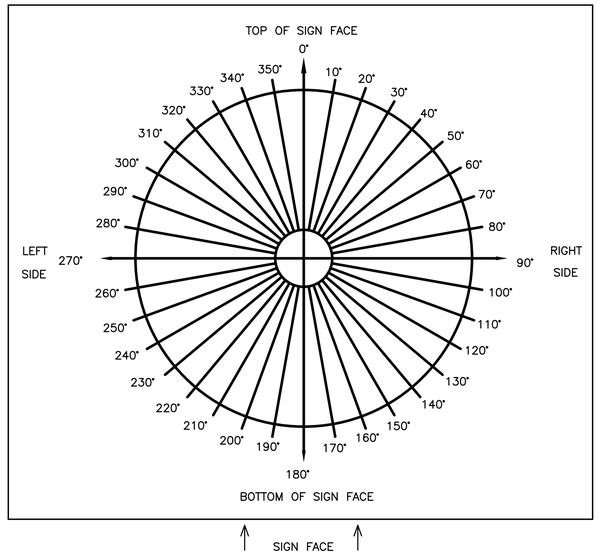
INDICATES MESSAGE DIVIDER

TYPE DESIGNATIONS:

L = L-858L LOCATION SIGN
Y = L-858Y DIRECTION, DESTINATION OR BOUNDARY SIGN
R = L-858R MANDATORY INSTRUCTION SIGN
B = L-858B RUNWAY DISTANCE REMAINING SIGN

= BLANK SIGN PANEL WITHOUT MESSAGE

P = POWER PLUG LEG LOCATION

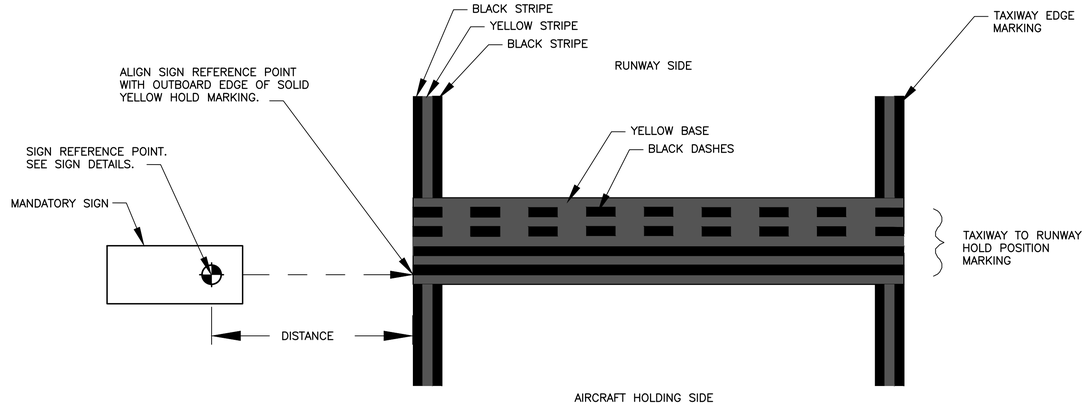


THE NUMBER BELOW THE ARROWS IN THE TEXT COLUMN REPRESENTS THE ARROWS ROTATION PER THE ABOVE DETAIL. ARROWS SHALL BE ALIGNED WITHIN ±2° OF ANGLE LISTED IN THE SIGN SCHEDULE. ARROWS WITH NO DEGREE GIVEN ARE AT EVEN 90° INCREMENTS.

NOTE:

1. THE QUANTITY OF SIGN MODULES IS BASED ON A SINGLE SIGN MODULE FOR A LOCATION SIGN PLUS THE ACTUAL SIGN MESSAGE BASED ON TWO (2) CHARACTERS PER MODULE. PAYMENT SHALL BE MADE ON THE BASIS OF A MODULE. PAYMENT SHALL BE MADE ON THE BASIS OF A MODULE CONSISTING OF TWO CHARACTERS, REGARDLESS OF THE MANUFACTURING METHODS OR TECHNIQUES.

2. SIGN ASSEMBLIES SHALL BE MANUFACTURED AS 1, 2, 3 OR 4 MODULE UNITS. SIGNS MANUFACTURED WITH HALF MODULE UNITS WILL NOT BE PERMITTED.



MANDATORY SIGN LOCATION DETAIL

N.T.S.

SURVEY AND SPACING NOTES:

1. ALL MANDATORY SIGNS MUST BE INSTALLED IN-LINE WITH THE HOLD POSITION MARKING +10'. SEE MANDATORY SIGN LOCATION DETAIL ON THIS SHEET.

2. THE CONTRACTOR SHALL COMPLETELY SURVEY AND STAKE OUT EACH AREAS' LIGHTING LAYOUT PRIOR TO STARTING ANY INSTALLATION. SHOULD ANY IRREGULARITIES OCCUR IN THE LIGHTING LAYOUT, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY. THE BID ITEM PRICE SHALL INCLUDE THE NECESSARY LAYOUT FOR EACH FIXTURE, AND THE COST FOR ANY ADDITIONAL ADJUSTMENT OF THE LOCATION OF THE FIXTURES, DUE TO THE EXISTING GEOMETRIC CONDITIONS. THE NEW LIGHTING INSTALLATION SHALL BE COORDINATED WITH AND BLEND INTO THE EXISTING INSTALLATION.

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SIGN SCHEDULE (SHEET 1 OF 3)

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CHECKED BY: MAG
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704E507

DRAWING
E507

BID DRAWINGS

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SIGN SCHEDULE - NEW SIGNS INSTALLED ON NEW CONCRETE PAD

SIGN NUMBER	SIGN MESSAGE		TYPE L-858		SIZE	STYLE	ESTIMATED MODULES	CIRCUITING SHEET	CIRCUIT
	SIDE 1	SIDE 2	SIDE 1	SIDE 2					
	B 7 P	B P	L | R	L | BLANK	2	2	2	E301	RW725
	B B↗ P	P	L | Y	BLANK	2	2	2	E301	TWB
	←B E B→ P	P	Y | L | Y	BLANK	2	2	3	E305	TWE
	←B C B→ P	C D↗ P	Y | L | Y	BLANK	2	2	3	E305	TWB
	←C B C→ P	P	Y | L | Y	BLANK	2	2	3	E305	TWB
	B B↗	P	L | Y	BLANK	2	2	2	E306	TWB
	B→ P	P	Y	BLANK	2	2	1	E306	RW725

SIGN SCHEDULE - EXISTING SIGNS RELOCATED TO NEW CONCRETE PAD

SIGN NUMBER	SIGN MESSAGE		TYPE L-858		SIZE	STYLE	MODULES	CIRCUITING SHEET	CIRCUIT
	SIDE 1	SIDE 2	SIDE 1	SIDE 2					
	←B P	P	Y	BLANK	2	2	1	E301	RW725
	B 11-29 P	P	L | R	BLANK	2	2	3	E302	RW1129
	B 29-11 P	B P	L | R	L	2	2	3	E303	RW1129
	←A B A↗ 45° P	P	Y | L | Y	BLANK	2	2	3	E303	TWB
	←B ↑A A B→ 70° P	P	Y | Y | L | Y	BLANK	2	2	4	E303	TWA
	←E B E→ P	P	Y | L | Y	BLANK	2	2	3	E305	TWB
	←E B E→ P	P	Y | L | Y	BLANK	2	2	3	E305	TWB
	←C B C→ P	P	Y | L | Y	BLANK	2	2	3	E305	TWB
	←B C B→ P	← ALL 20 TRAFFIC P	Y | L | Y	Y	2	2	3	E305	TWB
	↙D C P	P	Y | L	BLANK	2	2	2	E305	TWB
	↖B B P	P	Y | L	BLANK	2	2	2	E306	TWB

CONTRACTOR TO COORDINATE WITH AIRPORT FOR SIGN IDENTIFICATION NUMBERS.

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
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SIGN SCHEDULE (SHEET 2 OF 3)

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FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704E508-509

DRAWING
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SIGN SCHEDULE - NEW UNLIGHTED SIGNS TO BE INSTALLED

SIGN TYPE	SIGN MESSAGE		
	SIDE 1	SIDE 2	NOTES
L-858C			SEE AIRFIELD LIGHTING LAYOUT SHEET E205 FOR LOCATION.

CONTRACTOR TO COORDINATE WITH AIRPORT FOR SIGN IDENTIFICATION NUMBERS.

SIGN SCHEDULE - EXISTING UNLIGHTED SIGNS, TO BE RELOCATED TO NEW CONCRETE BASE

SIGN NUMBER	SIGN MESSAGE		TYPE L-858		LAYOUT SHEET
	SIDE 1	SIDE 2	SIDE 1	SIDE 2	
	NOISE ABATEMENT PROCEDURES DEPARTING RWY 11 NO TURNS BELOW TPA REDUCE POWER WHEN SAFELY PRACTICAL		Y	BLANK	E203
			L | R	L	E204
			L | R	BLANK	E205
			Y | Y	BLANK	E205
			Y	BLANK	E205
	NOISE ABATEMENT PROCEDURES DEPARTING RWY 11 NO TURNS BELOW TPA REDUCE POWER WHEN SAFELY PRACTICAL		Y	BLANK	E205

SIGN SCHEDULE - SIGN PANEL EXCHANGE

SIGN NUMBER	EXISTING SIGN MESSAGE		NEW SIGN MESSAGE		TYPE L-858		CIRCUITING SHEET #	CIRCUIT	SIZE	STYLE	ESTIMATED MODULES (SEE NOTE 3**)
	SIDE 1	SIDE 2	SIDE 1	SIDE 2	SIDE 1	SIDE 2					
					Y | L	BLANK	E305	TWB	2	2	2
					Y | L	BLANK	E305	TWB	2	2	2
					L | R	L	E306	RW725	2	2	2

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
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SIGN SCHEDULE (SHEET 3 OF 3)

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AVCON PROJECT NO. 2023.287.04
CADD: 2328704E508-509

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E509

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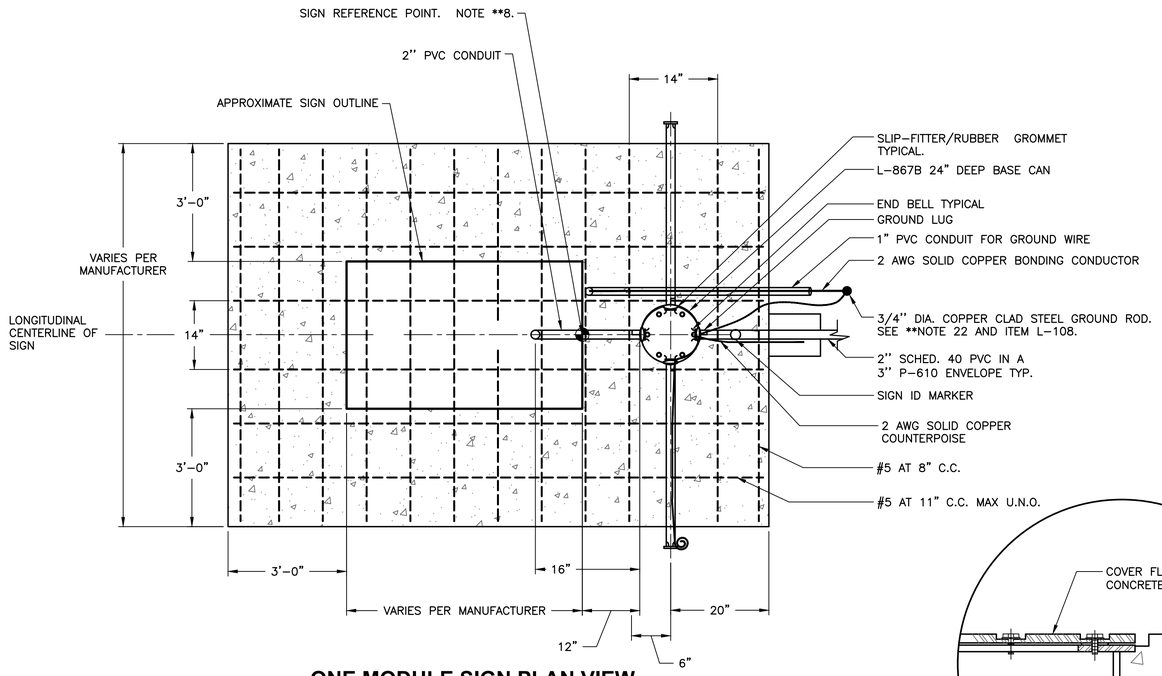
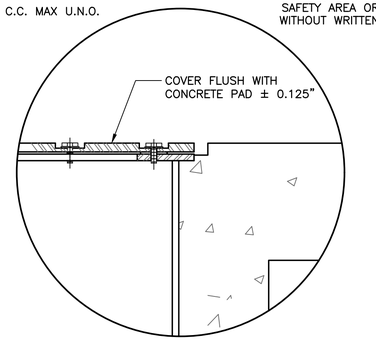


ONE MODULE SIGN PLAN VIEW

N.T.S.

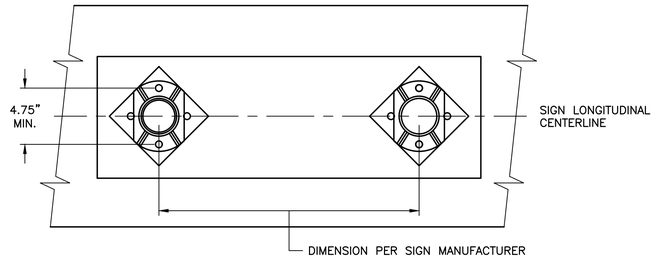


DETAIL "B"

N.T.S.

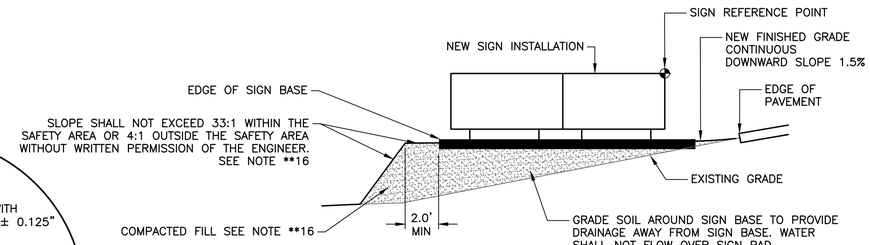
**NOTES:

1. SEE SHEET E506 FOR NOTES AND DETAILS APPLICABLE TO THIS SHEET.



MODE 1 & 2, 200 MPH (STANDARD) CONFIGURATION MOUNTING DETAIL

N.T.S

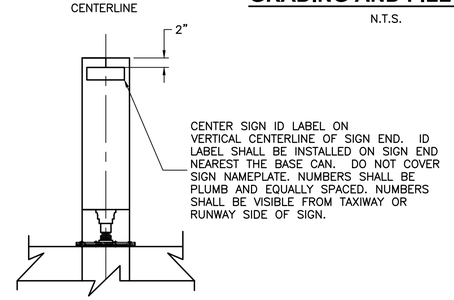


NOTE:

EXCAVATION, GRADING, SITE PREPARATION, FILL, SOD, ETC. FOR SIGNS IS INCIDENTAL TO THE SIGN PAY ITEM.

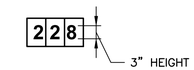
GRADING AND FILL DETAIL

N.T.S.



RIGHT SIDE VIEW

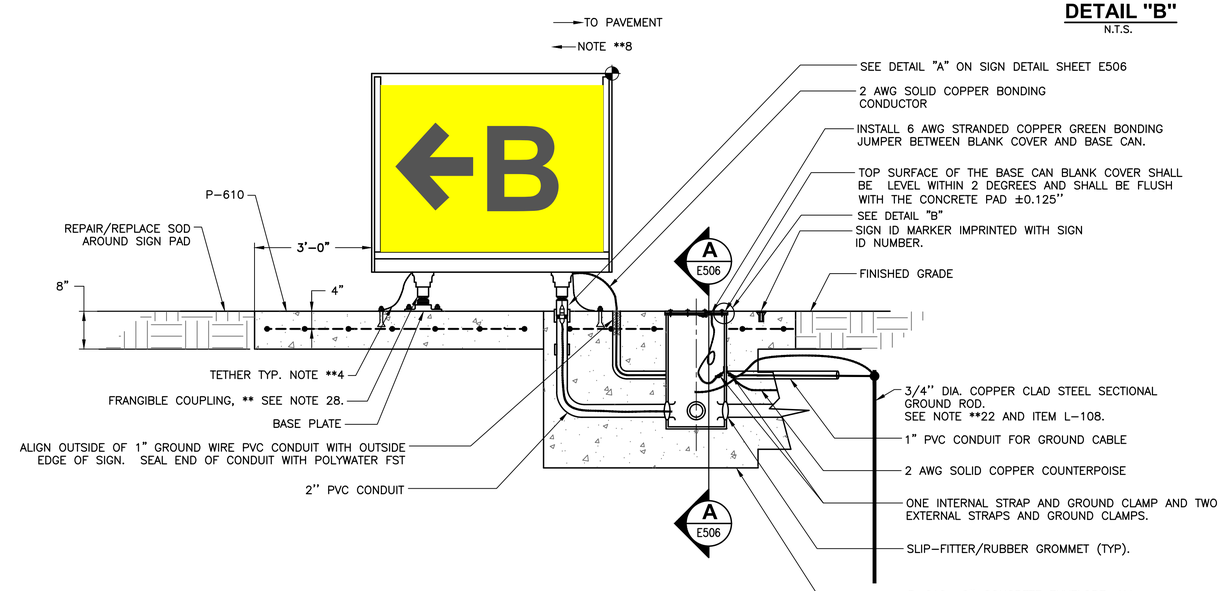
N.T.S.



WHITE REFLECTIVE NUMBERS ON BLACK BACKGROUND, SIMILAR TO BRADY 9750 OR ACCEPTED EQUIVALENT

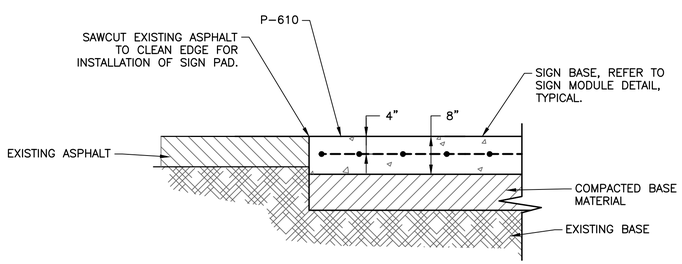
ADHESIVE I.D. LABEL (TYP.)

N.T.S.



ONE MODULE SIGN FRONT VIEW

N.T.S.



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CADD: 2328704E510

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E510

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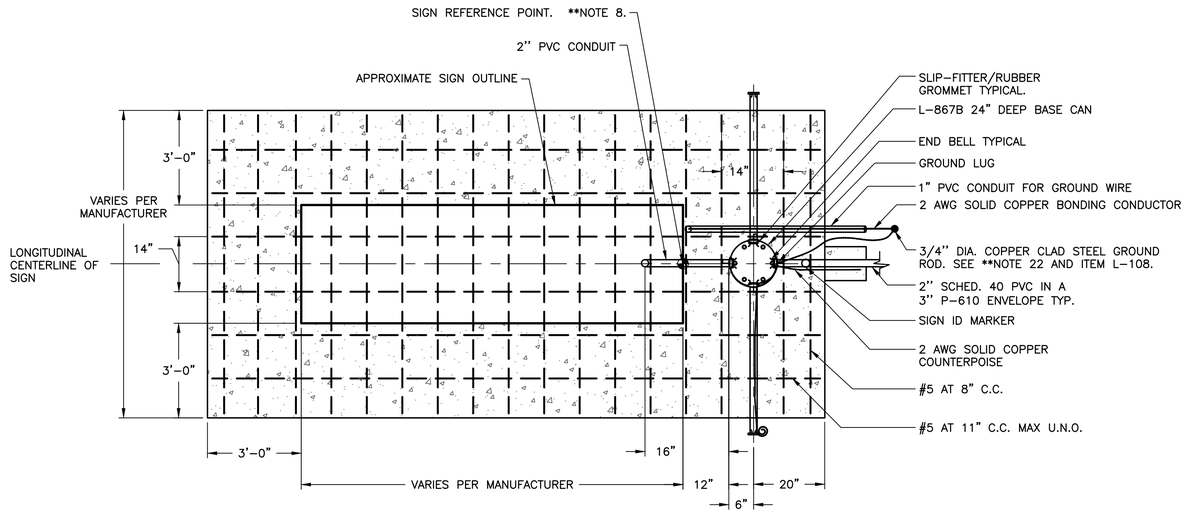
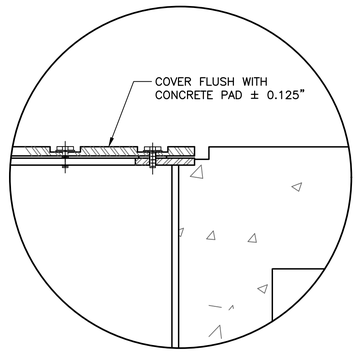
NOTE:
** SEE SIGN DETAILS SHEET E506 FOR APPLICABLE NOTES.



TWO MODULE SIGN PLAN VIEW

N.T.S.



DETAIL "B"

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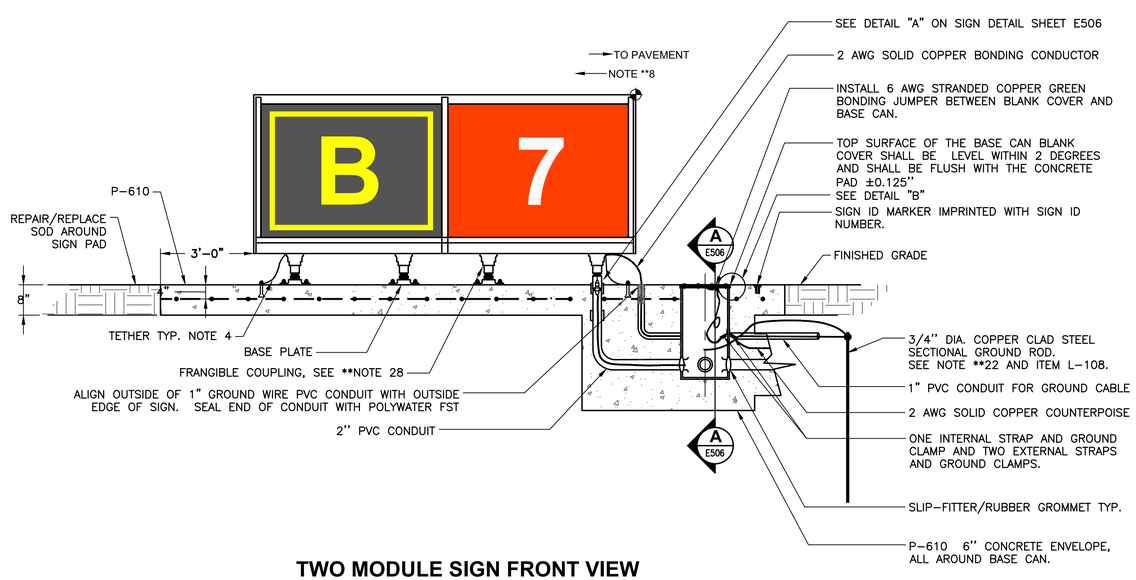

TWO MODULE SIGN FRONT VIEW

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AVCON PROJECT NO.	2023.287.04
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E511

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NOTE:

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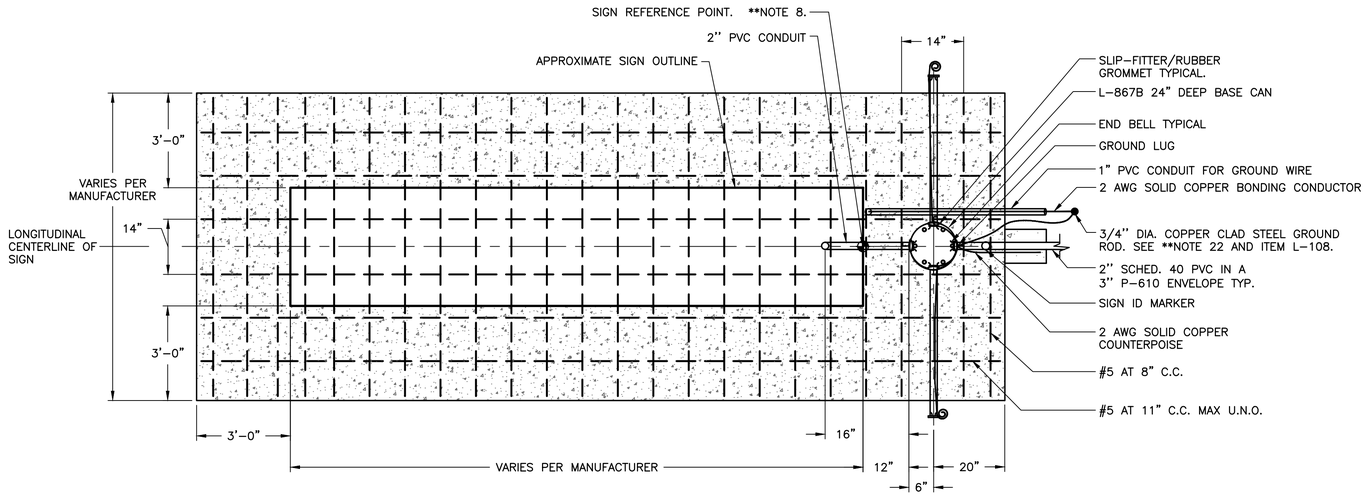

THREE MODULE SIGN PLAN VIEW

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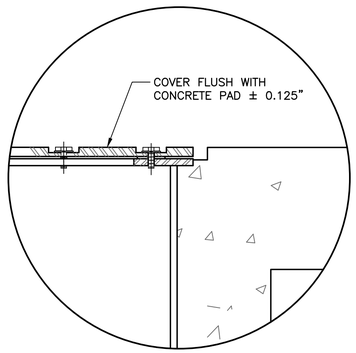

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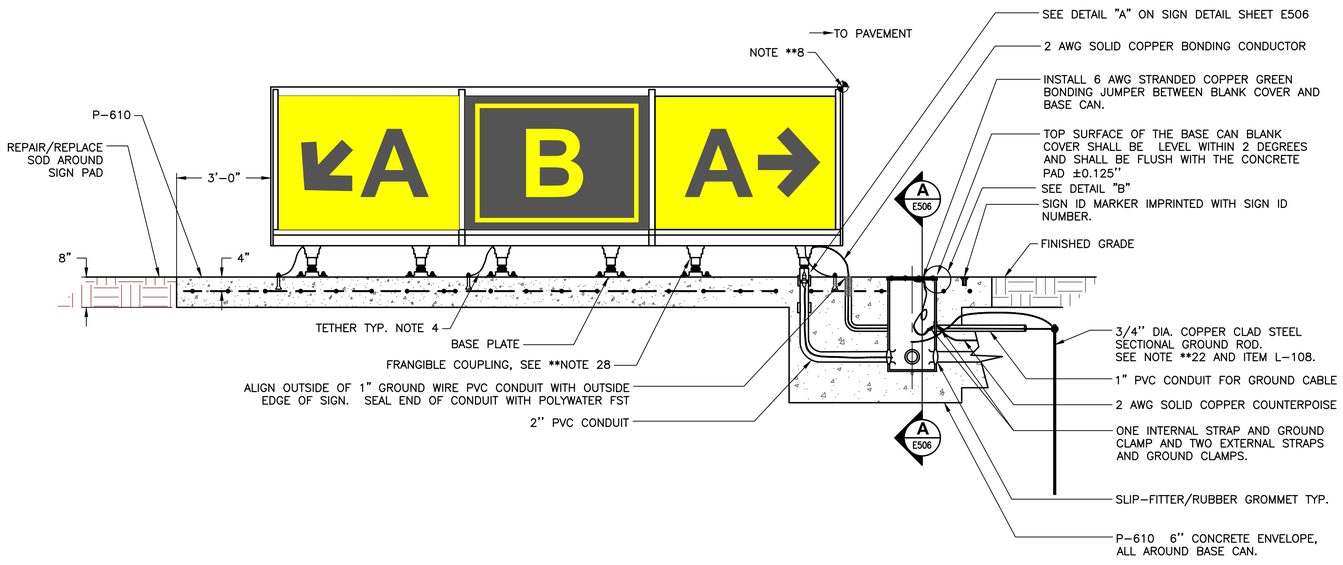

THREE MODULE SIGN FRONT VIEW

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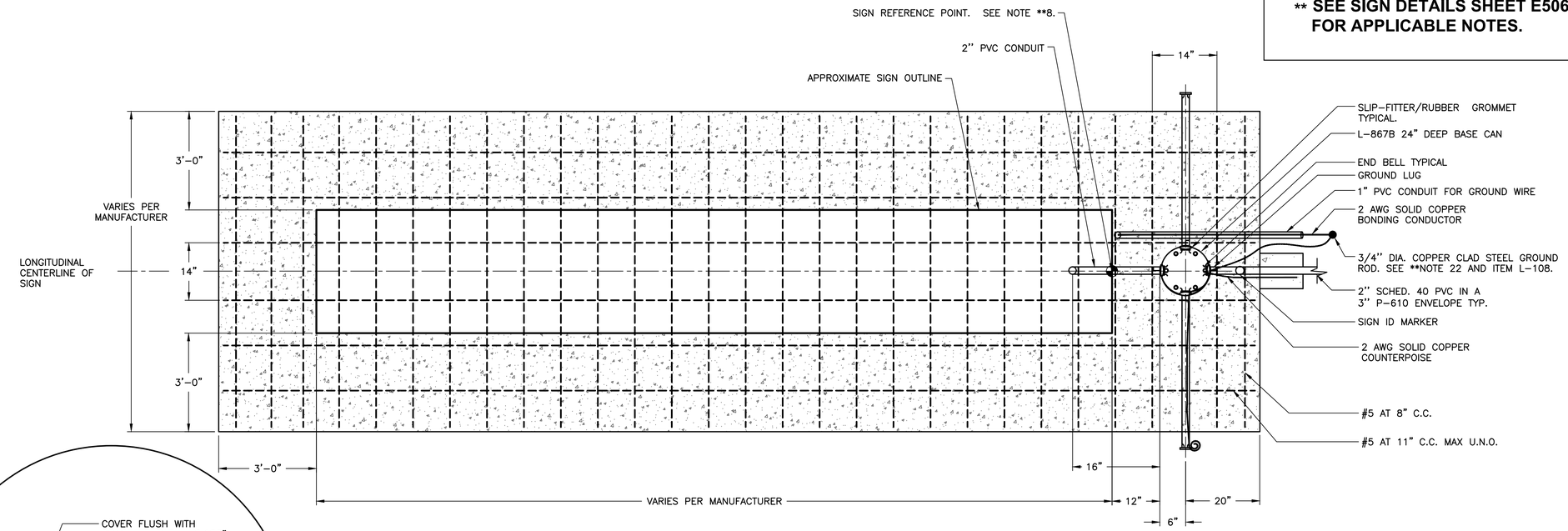

FOUR MODULE SIGN PLAN VIEW

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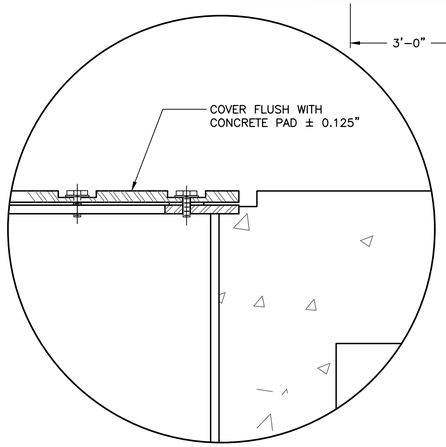

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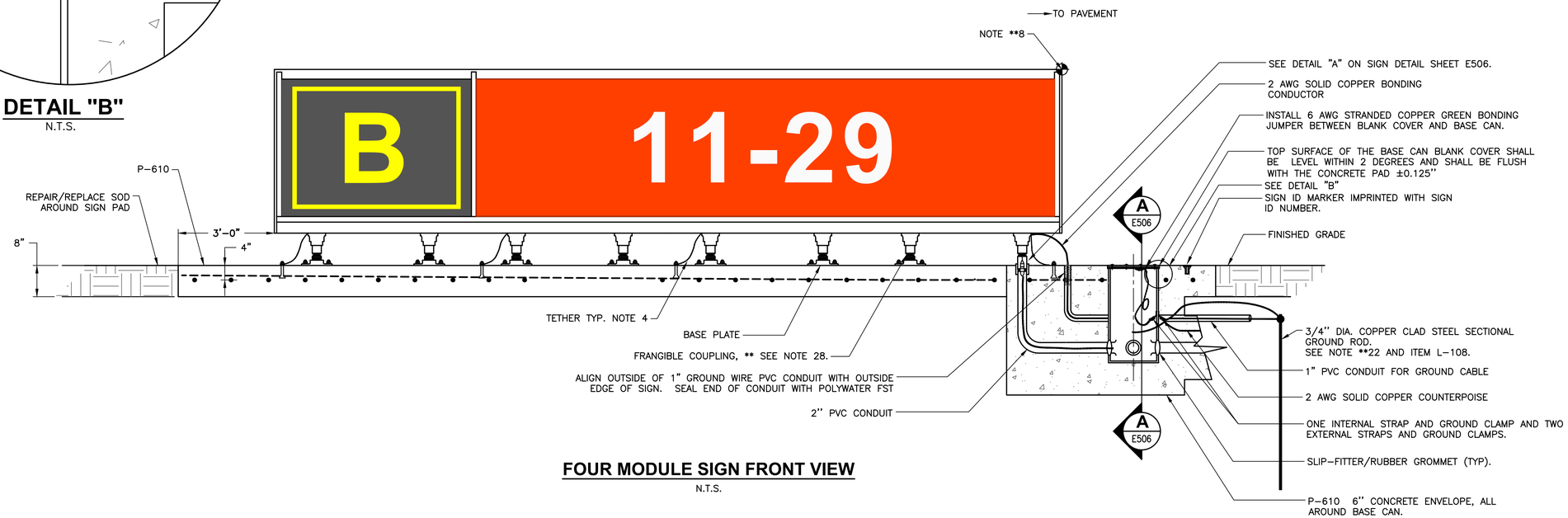

FOUR MODULE SIGN FRONT VIEW

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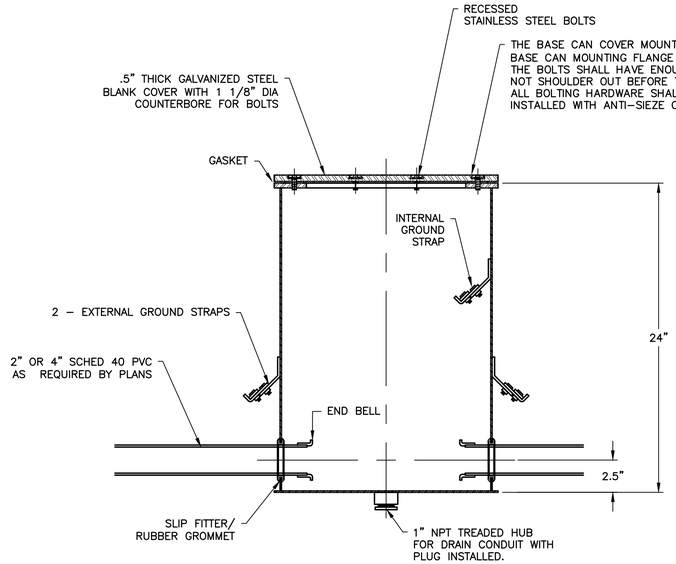

DETAIL B
TYPICAL L-867B BASE CAN AND COMPONENTS

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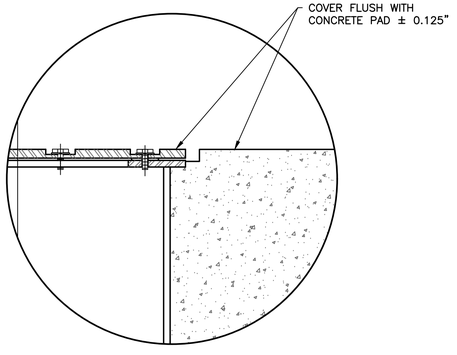

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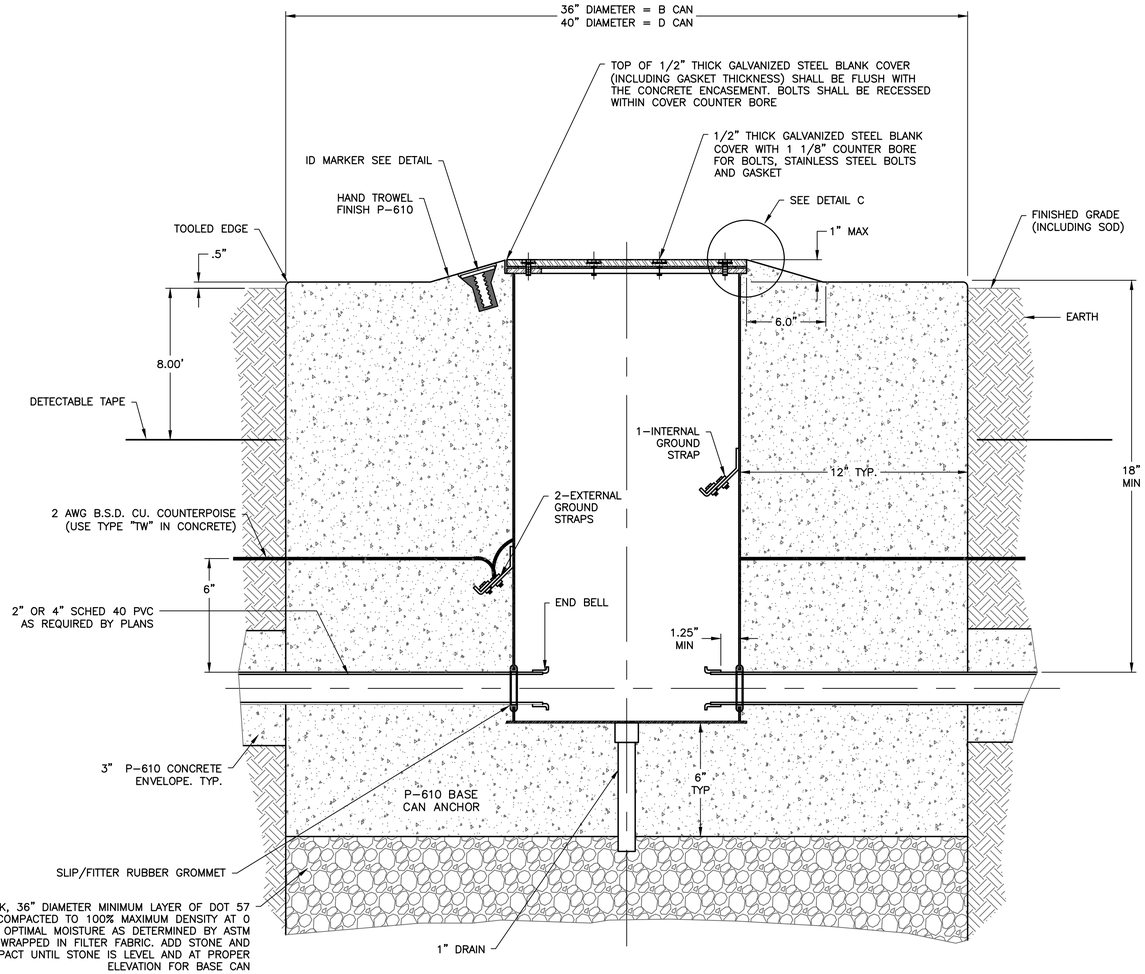

DETAIL A
TYPICAL INSTALLATION DETAIL FOR L-867B BASE CAN IN TURF L-867D CONCRETE ENCASED CONDUIT

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INDIVIDUAL JUNCTION CAN DETAIL

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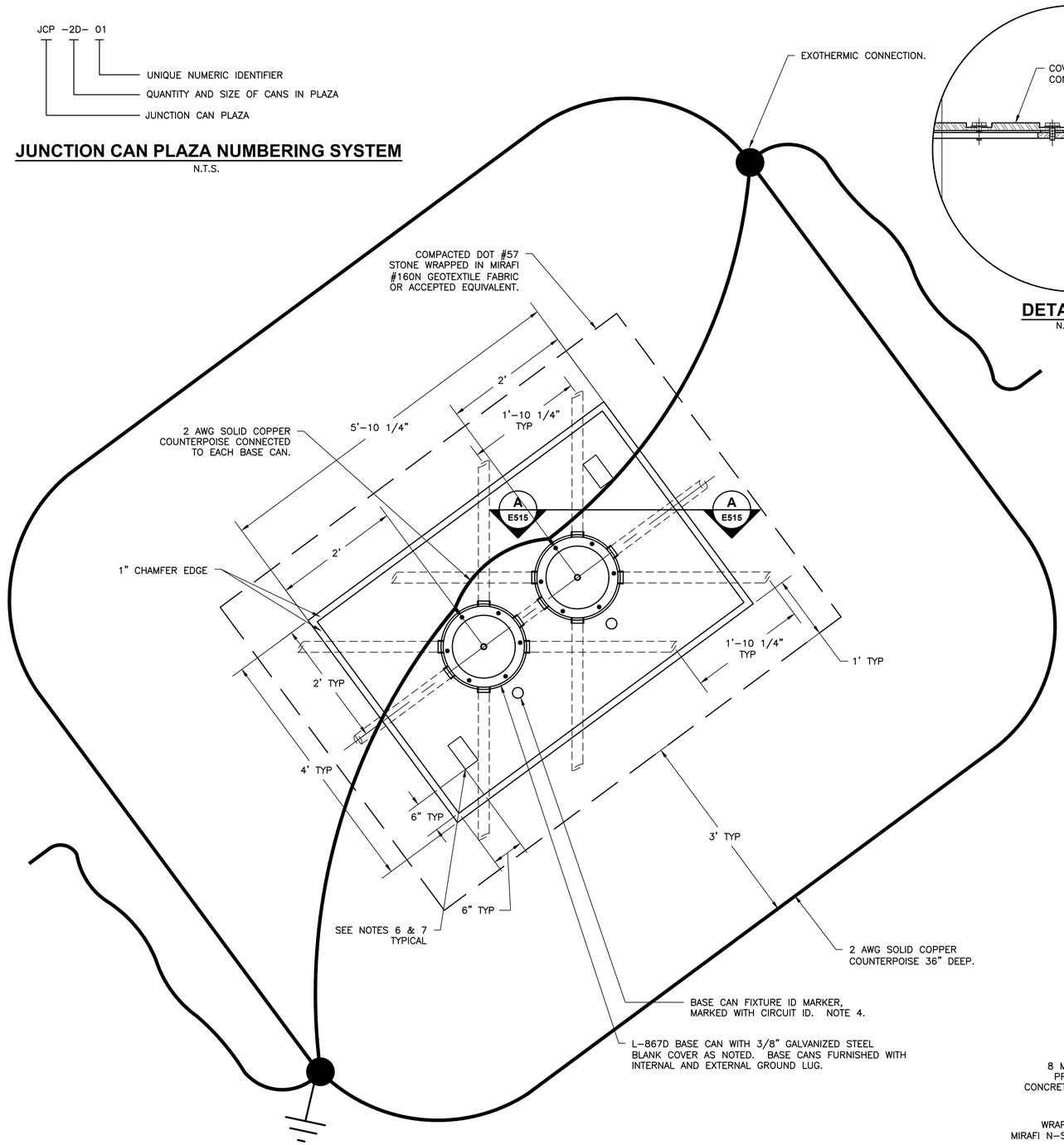
JCP –2D– 01

- UNIQUE NUMERIC IDENTIFIER
- QUANTITY AND SIZE OF CANS IN PLAZA
- JUNCTION CAN PLAZA

JUNCTION CAN PLAZA NUMBERING SYSTEM

N.T.S.



L-867D JUNCTION CAN PLAZA - 2 CAN

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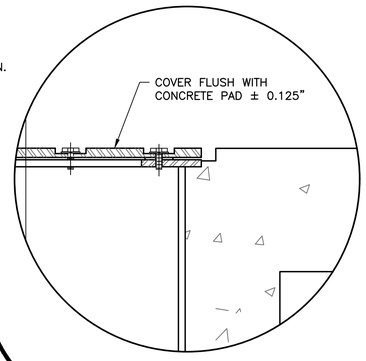
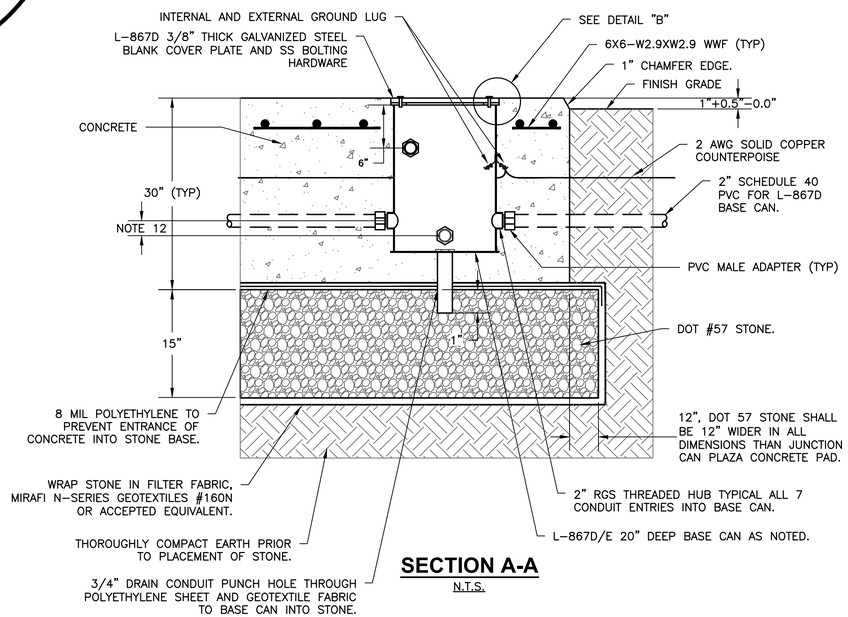


DETAIL "B"

N.T.S.

SHEET NOTES:

1. 2 CAN L–867D JUNCTION CAN PLAZA SHOWN, NUMBER AND SIZE OF JUNCTION CANS AND CONDUIT CONFIGURATIONS VARY. SEE CIRCUITING PLANS FOR ORIENTATION. MODIFY OVERALL PAD SIZE TO ACCOMMODATE THE QUANTITY AND SIZE OF JUNCTION CANS SHOWN IN THE PLANS.
2. CONDUITS WHICH ARE NOT USED IN THE PROJECT SHALL BE CAPPED 12" OUTSIDE OF PLAZA CONCRETE. CONCRETE DUCT ENCASEMENT SHALL BE PLACED CAREFULLY AND SHALL NOT OBSTRUCT UNUSED DUCTS.
3. ORIENT PLAZA AS SHOWN ON AIRFIELD CIRCUITING PLAN SHEETS
4. CONTRACTOR SHALL PROVIDE A 2" DIA BRONZE MARKER AT EACH JUNCTION CAN AS SHOWN. MARKER SHALL BE STAMPED IF JUNCTION CAN IS UTILIZED WITH CIRCUIT IDENTIFICATION AS SHOWN ON AIRFIELD CIRCUITING PLAN SHEETS, OTHERWISE LEAVE MARKER BLANK.
5. INSTALL GROUND ROD AND GROUND LOOP AT ALL JUNCTION CAN PLAZAS AS SHOWN. GROUND RODS SHALL BE 3/4" DIAMETER, 10 FEET LONG, COPPER CLAD STEEL SECTIONAL RODS. EACH GROUND ROD SHALL BE INDIVIDUALLY TESTED PRIOR TO CONNECTION TO THE GROUND GRID OR COUNTERPOISE. EACH INDIVIDUAL ROD SHALL HAVE AN EARTH RESISTANCE OF 10 OHMS OR LESS. ADDITIONAL SECTIONS SHALL BE ADDED TO THE ROD TO ACHIEVE THE 10 OHM REQUIREMENTS. SEE ITEM L–108. GROUND RODS REQUIRED FOR JUNCTION CAN PLAZAS ARE NOT SHOWN ON THE PLANS BUT ARE REQUIRED. GROUND RODS ARE PAID FOR UNDER THE L–108 PAY ITEM.
6. SEE AIRFIELD CIRCUITING PLAN SHEETS FOR JCP IDENTIFICATION NUMBERS. CONTRACTOR SHALL LABEL 2 ENDS OF EACH JUNCTION CAN PLAZA (JCP) BY IMPRESSING THE JCP IDENTIFICATION NUMBER INTO THE CONCRETE FOUNDATION DURING PLACEMENT. LETTERS AND NUMBERS SHALL BE 4" IN HEIGHT, PROPORTIONAL IN WIDTH, AND HAVE A STROKE WIDTH OF 1/2" AND 1/4" DEPTH. HAND LETTERING IS SPECIFICALLY PROHIBITED.
7. CONTRACTOR SHALL GRADE AROUND JUNCTION CAN PLAZAS AS NECESSARY TO PREVENT SILT/DIRT INFILTRATION ONTO JUNCTION CAN PLAZAS. EXCAVATION, GRADING, FILL, SOD, ETC. FOR JUNCTION CAN PLAZAS IS INCIDENTAL TO THE RESPECTIVE JUNCTION CAN PLAZA PAY ITEM.
8. LEAVE APPROXIMATELY 8' OF EACH CABLE COILED IN JUNCTION CAN SO THAT EACH CABLE MAY BE RAISED A MINIMUM OF 3' ABOVE TOP OF CAN.
9. CONTRACTOR SHALL PROVIDE CABLE CIRCUIT IDENTIFICATION MARKERS ATTACHED TO EACH CABLE IN JUNCTION CANS, SEE CABLE IDENTIFICATION REQUIREMENTS.
10. TRANSITION FROM MULTI–WAY CONDUIT TRENCH TO JUNCTION CAN PLAZAS REQUIRES DISTRIBUTION OF RESPECTIVE DUCT TO EACH JUNCTION CAN. CONTRACTOR SHALL LIMIT CONDUIT BENDS TO 30 DEGREES MAXIMUM.
11. EACH JUNCTION CAN HAS 7 HUBS. HUBS SHALL BE PLACED IN 3 LAYERS. THE TWO HUBS IN EACH OF THE THREE LAYERS SHALL BE 180° APART. THE BOTTOM TWO LAYERS SHALL BE 90° APART FROM EACH OTHER. THE UPPER LAYER IS ROTATED APPROXIMATELY 54°. CCW. FROM THE BOTTOM SET OF HUBS.
12. VERTICAL SPACING FOR L–867D JUNCTION CAN BOTTOM LAYERS OF HUBS IS 2 1/2".
13. THE LAST 10 FEET OF DUCT BANK IMMEDIATELY ADJACENT TO THE JUNCTION CAN PLAZA IS NOT REQUIRED TO BE CONCRETE ENCASED. ALL OTHER DUCT BANK (EXCEPT DIRECTIONAL BORE) SHALL BE CONCRETE ENCASED. THE TRANSITION BETWEEN DIRECTIONAL BORE AND THE CONCRETE ENCASEMENT IS EXPECTED TO OCCUR 36" TO 48" BELOW FINISHED GRADE.
14. THREADED HUBS SHALL BE USED FOR 2" AND SMALLER CONDUIT ENTRY. CONDUIT ENTRY LARGER THAN 2" SHALL BE USE RUBBER GROMMET AND PVC BOX ADAPTER WITH COUPLING.
15. CONDUIT SIZE ENTRY VARIES WITH LOCATION. CONTRACTOR SHALL INVESTIGATE EACH LOCATION FOR SPECIFIC CONDUIT ENTRY SIZE.



SECTION A-A

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JUNCTION CAN PLAZA DETAILS

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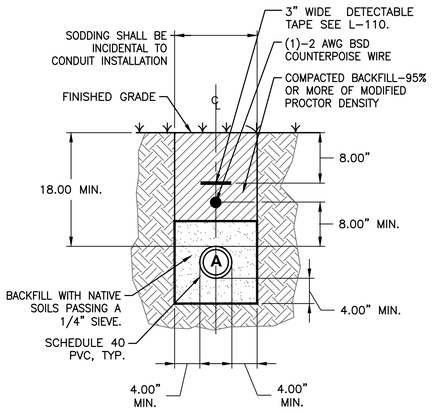
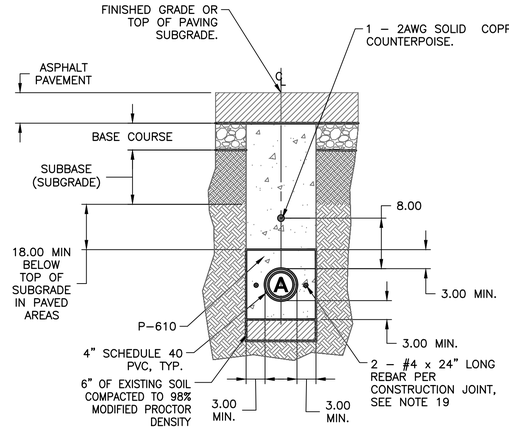


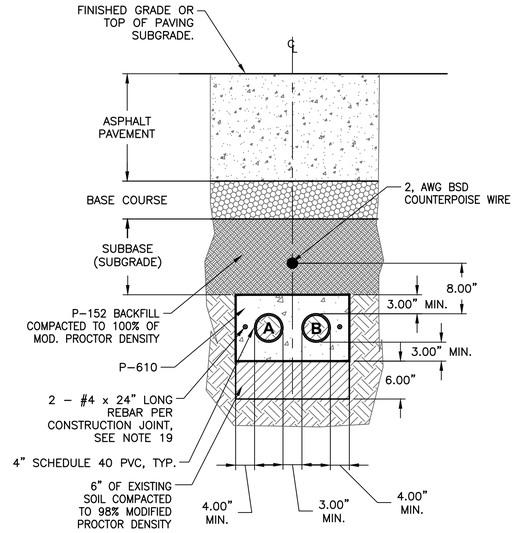
1 WAY 2" DUCT BANK DIRECT BURIED IN TURFED AREAS

NTS



1 WAY 2" DUCT BANK REINFORCED CONCRETE ENCASED UNDER EXISTING PAVED AREAS

NTS



2 WAY 2" DUCT BANK REINFORCED CONCRETE ENCASED UNDER NEW PAVED AREAS

NTS

NOTES:

1. GRADING, SODDING, AREA RESTORATION, AND DEWATERING FOR THE INSTALLATION OF BASE CANS, MANHOLES, DUCT BANKS OR CONDUITS IS INCIDENTAL TO THE RESPECTIVE PAY ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR AND OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEWATERING.
2. THE P-610 CONCRETE AROUND CONDUITS, DUCTS AND BASE CANS SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
3. ALL DUCTS SHALL BE SECURELY FASTENED IN PLACE DURING CONSTRUCTION AND PROGRESS OF THE WORK AND SHALL BE PLUGGED TO PREVENT SEEPAGE OF GROUT, WATER OR DIRT. ANY DUCT SECTION HAVING A DEFECTIVE JOINT SHALL NOT BE INSTALLED. DUCTS SHALL BE SUPPORTED AND SPACED APART USING APPROVED SPACERS AT INTERVALS NOT TO EXCEED 5 FEET.
4. ALL CONSTRUCTION JOINTS IN CONCRETE ENCASED DUCTS SHALL HAVE STEEL DOWELS, SPACED AS SHOWN AND INSTALLED AT THE JOINT. THE DOWELS SHALL BE SIZED AS NOTED IN DETAILS. THE DEFORMED STEEL REINFORCING BARS, SHALL BE 24" LONG, WITH 1/2 OF THE LENGTH EMBEDDED IN THE PLASTIC CONCRETE THAT IS CONSTRUCTED INITIALLY.

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CONDUIT AND DUCT BANK DETAILS

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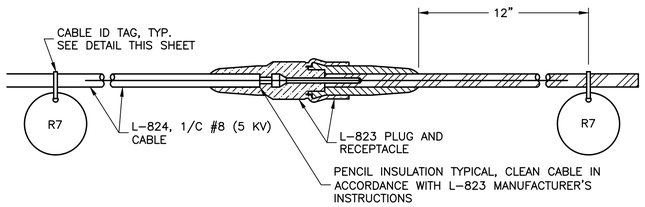

TYPICAL L-824 (5 kV) CABLE L-823 CONNECTOR DETAIL

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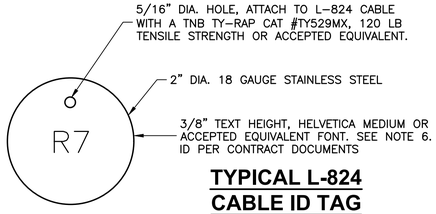

TYPICAL L-824 CABLE ID TAG

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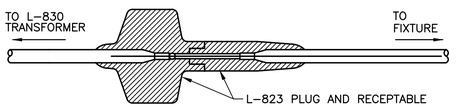
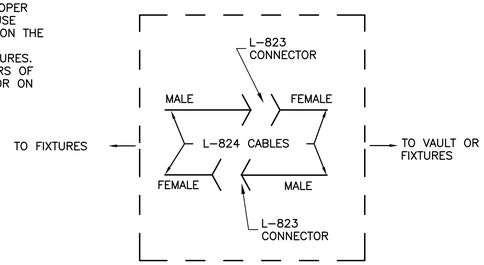


TYPICAL L-824 SECONDARY CABLE CONNECTOR DETAIL

N.T.S.

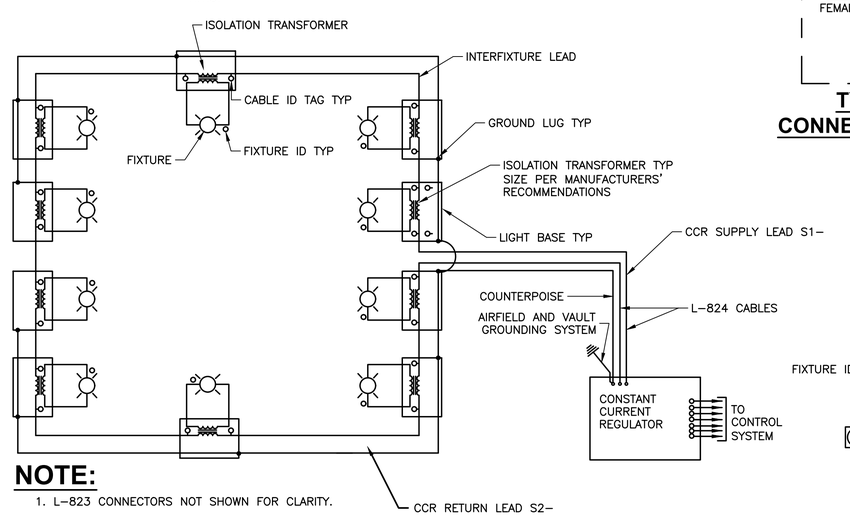
CONNECTOR NOTES:

COORDINATE CABLE O.D. WITH CONNECTOR KIT TO ASSURE PROPER AND WATERTIGHT FIT. DO NOT USE HEAT SHRINK TUBING OR TAPE ON THE SECONDARY OF THE L-830 TRANSFORMER ON ELEVATED FIXTURES. INSTALL TWO HALF-LAPPED LAYERS OF SCOTCH 88 OVER THE CONNECTOR ON SEMIFLUSH FIXTURES.



TYPICAL L-823 CONNECTOR SCHEMATIC

N.T.S.

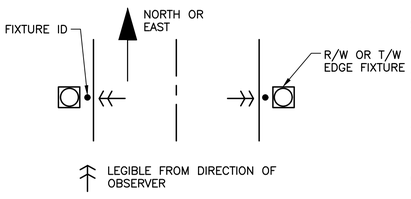


NOTE:

1. L-823 CONNECTORS NOT SHOWN FOR CLARITY.

TYPICAL SERIES LIGHTING CIRCUIT

N.T.S.



FIXTURE ID ORIENTATION

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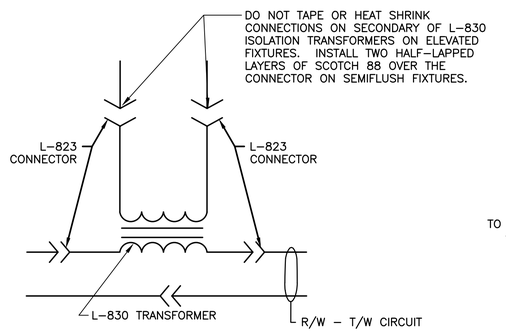

LIGHTING CONNECTION SCHEMATIC

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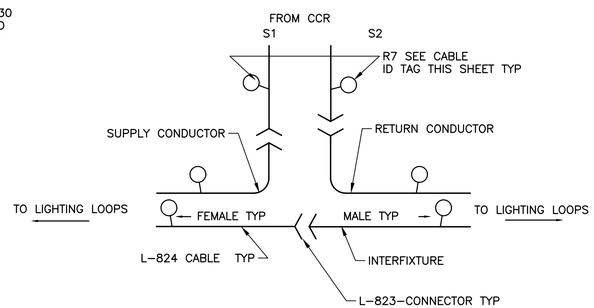


TYPICAL L-824 CABLE TAGGING AND L-823 CONNECTOR INSTALLATION SEE NOTES

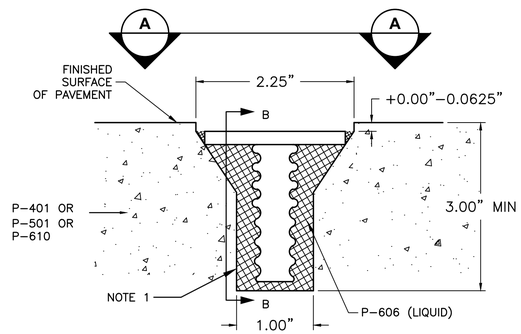
N.T.S.

NOTES:

1. L-823 CONNECTORS SHALL BE USED FOR ALL AIRFIELD LIGHTING CABLE TERMINATIONS. L-823 CONNECTORS SHALL BE INSTALLED IN EACH CABLE CONNECTING TO A L-830 ISOLATION TRANSFORMER, LIGHTING FIXTURE, SIGN, WIND CONE, ETC. A L-823 CONNECTOR SHALL ONLY BE INSTALLED WHERE CONNECTIONS TO DEVICES ARE MADE. L-823 CONNECTORS SHALL NOT BE INSTALLED IN THE CONDUCTORS PULLED THROUGH A LIGHT BASE OR HOME RUN CONDUCTORS (SUPPLY OR RETURN) EXCEPT AT TEST POINTS AS NOTED IN THE CONTRACT DOCUMENTS.
2. L-823 CONNECTORS SHALL BE INSTALLED SO A PORTION OF THE LOOP CAN BE BYPASSED. THE FEMALE RECEPTACLE SHALL ALWAYS BE CONNECTED TO THE END OF THE CONDUCTOR CONNECTED TO THE S1 (SUPPLY) TERMINAL OF THE CCR. THE MALE PLUG SHALL ALWAYS BE CONNECTED TO THE END OF THE CONDUCTOR CONNECTED TO THE S2 (RETURN) TERMINAL OF THE CCR.
3. THE LOCATION OF ANY ADDITIONAL CONNECTORS INSTALLED BY THE CONTRACTOR DUE TO CABLE PULL LENGTHS OR UNIQUE FIELD CONDITIONS SHALL BE RECORDED ON THE RECORD DRAWINGS.
4. THE CONTRACTOR SHALL FURNISH AND INSTALL AN ADDITIONAL 10 L-823 CONNECTOR KITS AT SPECIFIC LOCATIONS AS REQUESTED BY THE OWNER. ANY OF THE 10 L-823 CONNECTOR KITS REMAINING AT THE END OF THE CONTRACT AND NOT INSTALLED SHALL BE TURNED OVER TO THE OWNER THROUGH THE RPR. THE 10 L-823 CONNECTORS ARE IN ADDITION TO ANY AND ALL CONNECTORS REQUIRED FOR CONSTRUCTION OR MAINTENANCE OF THE AIRFIELD LIGHTING SYSTEMS. THE COST OF THE CONNECTORS IS INCIDENTAL TO THE L-108 CABLE PAY ITEM.
5. EACH END OF A CONDUCTOR WITH A L-823 CONNECTOR SHALL HAVE THREE FEET OF SLACK IN EACH LIGHT BASE (6 FEET TOTAL WHEN CONNECTED). A CONDUCTOR WITHOUT A L-823 CONNECTOR SHALL HAVE SIX FEET OF SLACK COILED IN THE LIGHT BASE.
6. ALL L-824 CABLES SHALL BE IDENTIFIED WITH AN 18-GAUGE, 2" DIAMETER STAINLESS STEEL ID TAG ENGRAVED OR LASER ETCHED WITH ITS RESPECTIVE CIRCUIT/LOOP NUMBER AT ALL ACCESSIBLE LOCATIONS. ACCESSIBLE LOCATIONS ARE DEFINED IN THE NEC. ATTACH ID TAG 12 INCHES FROM THE L-823 CONNECTORS. CABLES SHALL BE IDENTIFIED ON EACH SIDE OF A CONNECTOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. WHERE NO CONNECTORS ARE INSTALLED, INSTALL TWO CABLE ID TAGS. ONE ON EACH SIDE OF WHERE A FUTURE CONNECTOR WOULD BE INSTALLED. CIRCUIT/LOOP NUMBERS SHALL BE ENGRAVED OR LASER ETCHED AND BLACK FILLED INTO THE STAINLESS STEEL TAGS WITH, 3/8" LETTER HEIGHT, HELVETICA MEDIUM OR ACCEPTED EQUIVALENT FONT. THE CONTRACTOR'S SUBMITTAL SHALL INCLUDE TWO ID TAGS STAMPED WITH THE CHARACTERS "R7". PARTIAL ACCEPTANCE OF THE TWO ID TAGS WILL REQUIRE RESUBMITTAL OF THE UNACCEPTABLE ID TAGS PRIOR TO CONSTRUCTION BEGINNING. ONCE THE TAGS ARE ACCEPTED, THE OAR WILL USE THEM AS A BASIS OF ACCEPTANCE FOR THE FIELD INSTALLED ID TAGS.
7. FURNISHING AND INSTALLING ALL L-823 CONNECTORS, TAPE, STAINLESS STEEL ID TAGS, NUMBERED L-824 CABLE, TY-RAPS, AND ALL APPURTENANCES ARE INCIDENTAL TO THE RESPECTIVE CABLE PAY ITEM OF WHICH IT IS A COMPONENT PART.
8. ALL LIGHT BASE AND DUCT BANK COUNTERPOISE CONDUCTORS SHALL BE BONDED AT EACH CROSSING OF THE GROUND GRID AND SHALL BE BONDED TO A DRIVEN GROUND ROD AT 500' MAXIMUM INTERVALS.
9. EACH GROUND ROD SHALL MEASURE 10 OHMS OR LESS, PRIOR TO CONNECTION TO THE GROUND SYSTEM. ADDITIONAL GROUND ROD SECTIONS SHALL BE ADDED TO OBTAIN THE 10 OHM VALUE.
10. EDGE LIGHTS SHALL BE WIRED IN NUMERICAL SEQUENCE WITHOUT ZIG-ZAGGING BACK AND FORTH ACROSS THE TAXIWAY. THE 5KV L-824 AIRFIELD SERIES CIRCUIT LIGHTING CABLE SHALL BE SUPPLIED WITH FACTORY IMPRINTED NUMBERS.
11. L-823 "SUPER KITS" AND L-823 "COMPLETE KITS" HAVE BEEN SELECTED FOR USE ON THIS PROJECT. THESE KITS ARE EQUIPPED WITH A WATER SEAL FLAP/ROLL-OVER WATER SEAL FLAP. WHENEVER A NEW TERMINATION INVOLVING A SUPER KIT OR COMPLETE KIT CONNECTS TO AN EXISTING SYSTEM USING A CONVENTIONAL L-823 CONNECTOR, THE CONVENTIONAL L-823 CONNECTOR SHALL BE REMOVED AND REPLACED WITH A SUPER KIT/COMPLETE KIT TYPE L-823 CONNECTOR. WHENEVER A NEW TERMINATION INVOLVING A SUPER KIT OR COMPLETE KIT CONNECTS TO AN EXISTING L-830 ISOLATION TRANSFORMER USING A CONVENTIONAL L-823 CONNECTOR, THE L-830 ISOLATION TRANSFORMER USING A CONVENTIONAL L-823 CONNECTOR SHALL BE REMOVED AND REPLACED WITH A L-830 ISOLATION TRANSFORMER MOLDED FOR USE WITH A SUPER KIT/COMPLETE KIT TYPE L-823 CONNECTOR. THE COST OF REPLACING THE CONVENTIONAL CONNECTOR KIT OR CONVENTIONAL ISOLATION TRANSFORMER SHALL BE CONSIDERED INCIDENTAL TO THE L-108 CABLE PAY ITEM.

ID MARKER NOTES:

1. CLEAN HOLE WITH WIRE BRUSH AND DRY COMPRESSED AIR IMMEDIATELY PRIOR TO PLACING THE P-606. THE P-606 FILL TUBE SHALL BE KEPT WITHIN 1/8" OF THE BOTTOM OF THE DRILLED HOLE DURING FILLING TO PREVENT AIR ENTRAPMENT. INSTALL MARKER AND ROTATE 1/4 TURN. VOLUME OF P-606 USED SHALL BE SUFFICIENT TO ALLOW A SMALL AMOUNT TO SQUEEZE OUT EVENLY AROUND THE PERIMETER OF THE MARKER TOP. ANY OVER OR UNDER POURS SHALL BE CORRECTED IMMEDIATELY.
2. INSTALLATION OF ID MARKERS AND ENGRAVING OF ID'S ARE INCIDENTAL TO FIXTURE, DUCT, HANDHOLE/MANHOLE, CABLE, ETC., PAY ITEMS. TEXT FONT SHALL BE HELVETICA MEDIUM OR ACCEPTED EQUIVALENT.
3. THE P-606 SHALL BE COMPATIBLE WITH THE TYPE OF PAVEMENT AND ENVIRONMENT IN WHICH IT IS BEING USED. THE MARKER MAY BE PLACED IN WET CONCRETE AS IT IS BEING INSTALLED.
4. THE ID MARKER IS PERMITTED TO BE SEMI FLUSH MOUNTED IN AREAS OUTSIDE THE FULL STRENGTH PAVEMENT. DRILL A .75" DIA. HOLE 1/4" DEEPER THAN THE STEM ON THE ID MARKER. INSTALL EPOXY PER NOTE 1 ABOVE AND INSTALL MARKER.
5. CONTRACTOR SHALL COORDINATE ITEM/FIXTURE IDENTIFICATION/NUMBERING WITH ENGINEER.
6. BRASS MARKER SHALL BE M/M-B2 BY SURV-KAP OF TUCSON ARIZONA, MANUFACTURED OF B115 BRASS AND SHALL WEIGHT 0.50 POUNDS EACH OR ACCEPTED EQUIVALENT.



ID MARKER DETAIL FOR LIGHT FIXTURE, MANHOLE, ETC.

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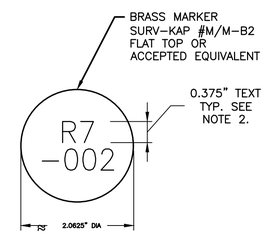

SECTION A-A

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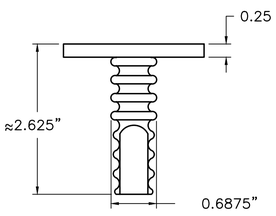

SECTION B-B

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CADD:	2328704E517

DRAWING

E517

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XREFS: x2328704_tb
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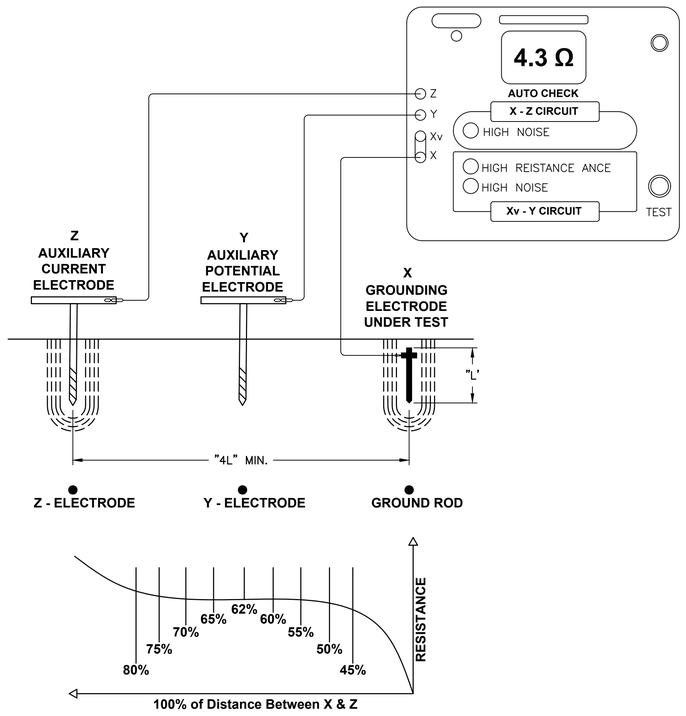
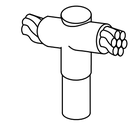
GROUND ROD TESTING

1. SEE SPECIFICATION SP–111 FOR ADDITIONAL INFORMATION FOR GROUND ROD TESTING.
2. CONTRACTOR SHALL PROVIDE EQUIPMENT AND PERSONNEL TO MEASURE THE RESISTANCE TO EARTH OF EACH GROUND ROD INSTALLED. EARTH RESISTANCE MEASUREMENT TESTS SHALL ADHERE TO RECOMMENDATIONS OF IEEE STANDARD 142, LATEST EDITION.
3. EARTH RESISTANCE MEASUREMENTS SHALL BE MADE IN NORMALLY DRY CONDITIONS NOT LESS THAN 48 HOURS AFTER THE LAST RAINFALL.
4. INITIALLY THE CONTRACTOR SHALL TEST EACH GROUND ROD IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. THE HORIZONTAL DISTANCE BETWEEN THE GROUND ELECTRODE UNDER TEST (ELECTRODE X) AND THE AUXILIARY CURRENT ELECTRODE (ELECTRODE Z) SHELL BE 4 TIMES THE DEPTH (LENGTH) OF THE GROUND ELECTRODE UNDER TEST.
5. THE THREE ELECTRODES SHALL BE INSTALLED IN A STRAIGHT LINE IN A DIRECTION AWAY FROM OTHER UNDERGROUND METALLIC ITEMS. THE TEST LEADS SHALL BE SEPARATED.
6. THE FIRST TEST SHALL BE CONDUCTED WITH THE AUXILIARY POTENTIAL ELECTRODE (ELECTRODE Y) AT 45% OF THE DISTANCE BETWEEN THE X AND Z ELECTRODES. THE EARTH RESISTANCE SHALL BE MEASURED AND RECORDED AT THE 45% POSITION. THE Y ELECTRODE WILL THEN BE MOVED 5% CLOSER TO THE Z ELECTRODE TO THE 50% POSITION AND THE EARTH RESISTANCE SHALL BE MEASURED AND RECORDED. THE PREVIOUS STEPS WILL BE REPEATED AT 5% DISTANCE INTERVALS THROUGH THE 80% POSITION. GRAPH THE RESULTANT POINTS ON THE FORM PROVIDED WITHIN THE SP–111 SPECIFICATION.
7. THE ABOVE TEST METHOD SHALL BE UTILIZED AT EACH NEW GROUND ROD INSTALLATION UNTIL OTHERWISE DETERMINED BY THE ENGINEER. THE ENGINEER WILL USE THE ACQUIRED DATA TO ESTABLISH A REVISED DISTANCE RATION BETWEEN THE X AND Z ELECTRODE.
8. ONCE THE NEW ELECTRODE DISTANCE RATIO IS SET BY THE ENGINEER, THE CONTRACTOR MAY PERFORM THE TESTS WITH A SINGLE TEST POSITION FOR ELECTRODE Y.
9. EARTH RESISTANCE TESTS SHALL BE PERFORMED AS EACH GROUND ROD IS INSTALLED. EARTH RESISTANCE TESTS SHALL BE CONDUCTED PRIOR TO THE CONNECTION OF ANY GROUNDED, GROUNDING OR COUNTERPOISE CONDUCTORS. GROUND RODS NOT IN COMPLIANCE WITH THE NOT TO EXCEED MAXIMUM EARTH RESISTANCE SHALL HAVE AN ADDITIONAL 10' SECTION(S) ADDED UNTIL THE REQUIRED EARTH RESISTANCE IS ACHIEVED.
10. SHOULD THE CONTRACTOR INSTALL 100 FEET OF SECTIONAL GROUND ROD (TEN RODS) AT A SINGLE LOCATION AND NOT ACHIEVE THE REQUIRED EARTH RESISTANCE, THE CONTRACTOR SHALL STOP INSTALLING RODS AT THIS SPECIFIC LOCATION AND CONTACT THE ENGINEER FOR RESOLUTION.



EXOTHERMIC CONNECTIONS

1. ALL BELOW GRADE CONNECTIONS TO GROUND RODS & GROUND RING CONDUCTORS SHALL BE EXOTHERMIC WELD TYPE CONNECTIONS. EXOTHERMIC WELDS SHALL BE CADWELD AS MANUFACTURED BY ERICO PRODUCTS, OR APPROVED EQUAL. VERIFY PROPER SIZES, MOLDS, TYPES, AND REQUIREMENTS FOR THE RESPECTIVE APPLICATION WITH THE MANUFACTURER, AND INSTALL PER THEIR DIRECTIONS.
2. FOR APPLICATIONS TO GALVANIZED STEEL OR PAINTED STEEL, REMOVE GALVANIZING AND/OR PAINT & CLEAN THE SURFACE TO EXPOSE BARE STEEL BEFORE MAKING EXOTHERMIC WELD CONNECTION.
3. EXOTHERMIC WELDS SHALL NOT BE BE DIRECTLY MADE TO L–867 OR L–868 BARE CANS.



CABLE TO GROUND ROD
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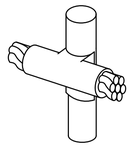

CABLE TO GROUND ROD
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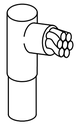

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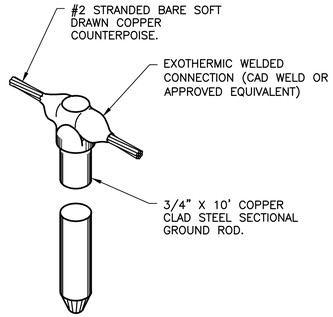


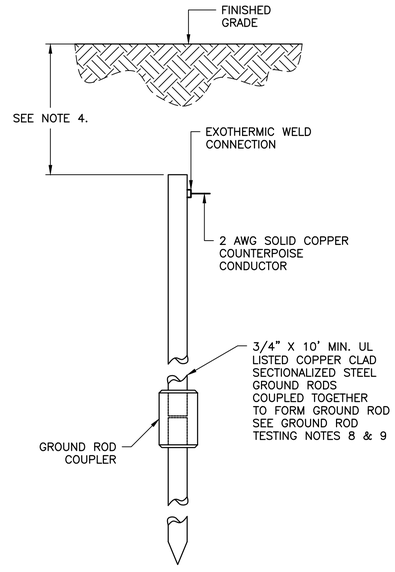
NOTE:

1. GROUND RODS FOR COUNTERPOISE SHALL BE INSTALLED NOT MORE THAN 500 FEET APART.

COUNTERPOISE "T" CONNECTION TO GROUND ROD

GROUND ROD INSTALLATION

1. THE RESISTANCE TO GROUND OF THE INDIVIDUAL GROUND ROD INSTALLATION SHALL NOT EXCEED 10 OHMS.
2. COST OF GROUND RODS ARE PAID FOR EACH INDIVIDUAL GROUND ROD INSTALLED. SEE L–108 SPECIFICATION FOR ADDITIONAL INFORMATION.
3. GROUND RODS SHALL BE SPACED AS DETAILED ON THE PLANS AND SHALL NOT BE SPACED LESS THAN ONE ROD LENGTH APART.
4. TOP OF GROUND RODS SHALL BE 12" MINIMUM BELOW GRADE UNLESS DETAILED OTHERWISE HEREIN.
5. GROUND RODS FOR SHALL BE A MINIMUM 3/4–INCH DIAMETER BY 10–FT LONG UL LISTED STAINLESS STEEL.



MULTIPLE SECTIONS
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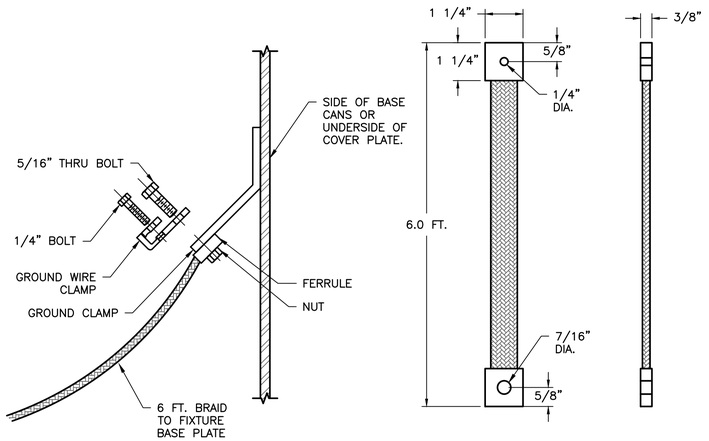

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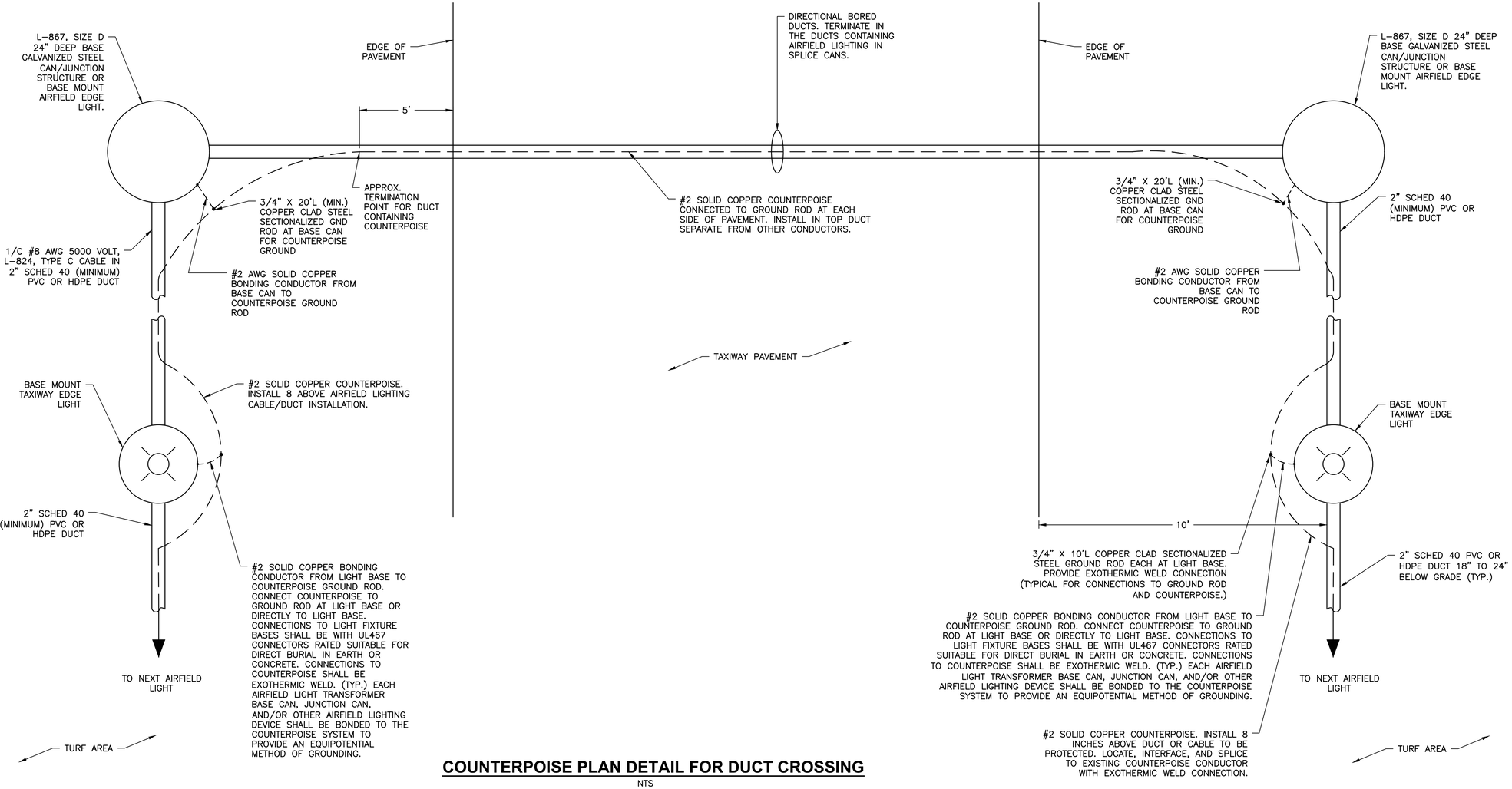

COUNTERPOISE PLAN DETAIL FOR DUCT CROSSING

NTS

NOTES

1. GROUND RODS SHALL BE 3/4" DIAM. X 10'L UL LISTED COPPER CLAD SECTIONALIZED STEEL WITH APPROPRIATE COUPLERS. GROUND RODS FOR COUNTERPOISE SHALL BY 10FT LONGER THAT GROUND RODS FOR LIGHT BASE GROUNDS. FOR EXAMPLE: WHERE LIGHT BASE GROUND RODS ARE 3/4–INCH X10 FT LONG, THE COUNTERPOISE GROUND RODS SHALL BE 3/4–INCH X 20 FT LONG) TWO 3/4–INCH X 10 FT LONG GROUND RODS COUPLED TOGETHER.)
2. SEE "DUCT BANK DETAILS AND NOTES" SHEET E516 FOR INFORMATION ON CONCRETE ENCASED DUCT REQUIREMENTS.
3. COUNTERPOISE SHALL BE BONDED TO GROUND RODS AT EACH SIDE OF A DUCT CROSSING.
4. CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC WELD TYPE CONNECTIONS: CADWELD, THERMOWELD, ULTRAWELD, OR APPROVED EQUAL USING PROPERLY SIZED MOLDS AND MATERIAL FOR THE RESPECTIVE APPLICATION.
5. CONTRACTORS SHALL TEST EACH MADE ELECTRODE GROUND ROD/GROUND FIELD/GROUND RING WITH AN INSTRUMENT SPECIFICALLY DESIGNED FOR TESTING GROUND FIELD SYSTEMS. IF GROUND RESISTANCE EXCEEDS 10 OHMS, CONTACT ENGINEER FOR FURTHER DIRECTION. COPIES OF GROUND ROD TEST RESULTS SHALL BE FURNISHED TO THE RESIDENT PROJECT REPRESENTATIVE AND THE ENGINEER OF RECORD.
6. TURF/AND/OR PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THE RESPECTIVE CABLE, DUCT, JUNCTION CANS, AIRFIELD LIGHT FIXTURES, OR OTHER RESPECTIVE WORK ITEM INSTALLATION FOR WHICH IT IS NECESSARY.

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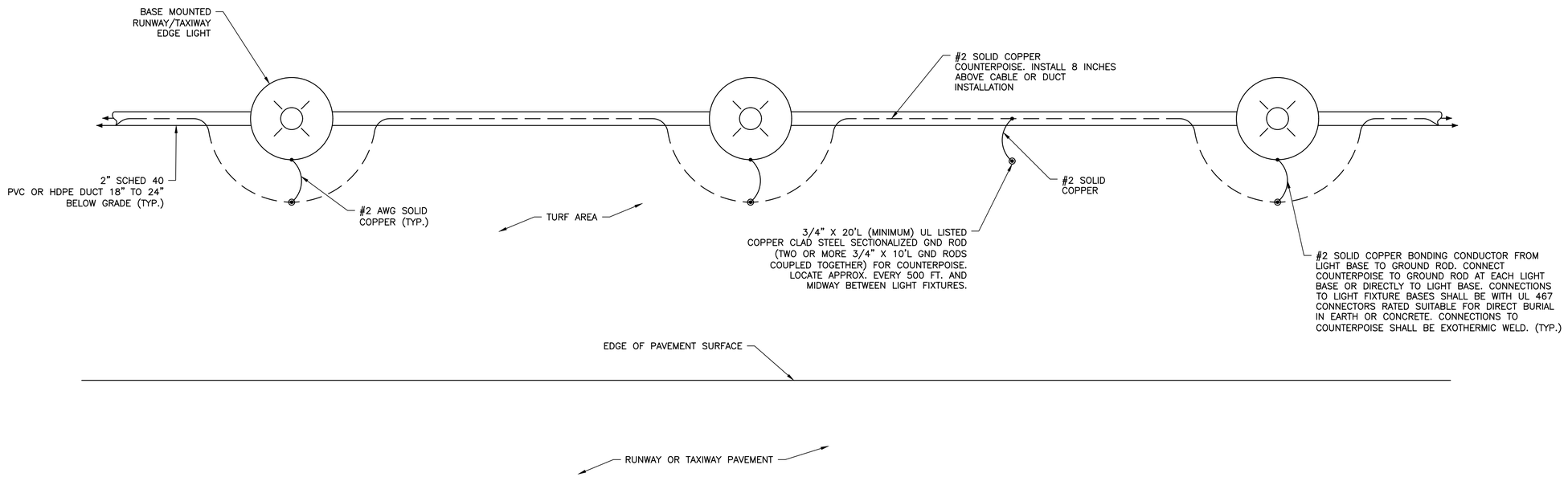

COUNTERPOISE PLAN DETAIL BETWEEN POWER CABLE/DUCT AND EDGE OF PAVEMENT

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NO.	DATE	BY	DESCRIPTION

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CHECKED BY: MAG
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704E520

DRAWING
E520

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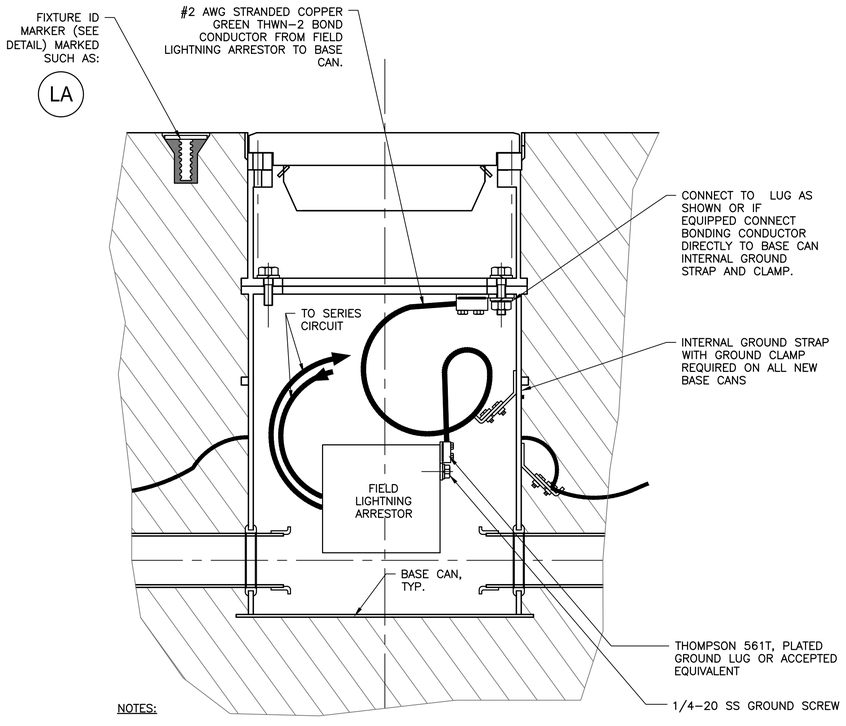
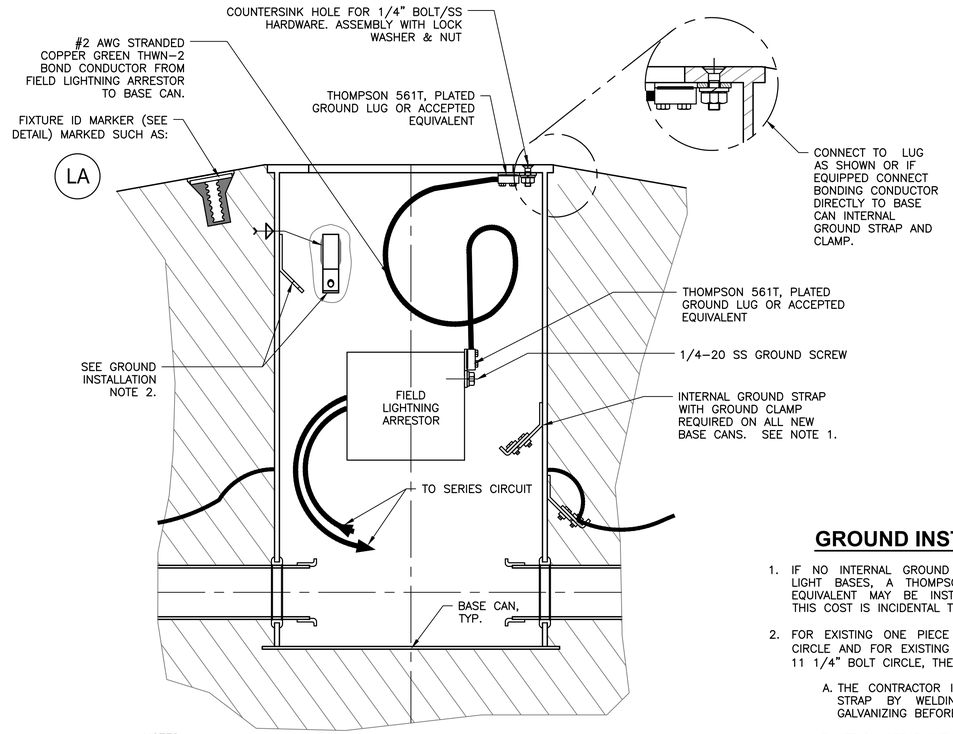


NOTES:

1. CLEAN ALL MATING SURFACES.
2. COAT MATING SURFACE WITH IDEAL NOALOX OR ACCEPTED EQUIVALENT.

DETAIL "1"
FIXTURE BONDING JUMPER OR LIGHTNING ARRESTOR GROUND DETAIL FOR EXISTING BASE CANS

NOT TO SCALE



NOTES:

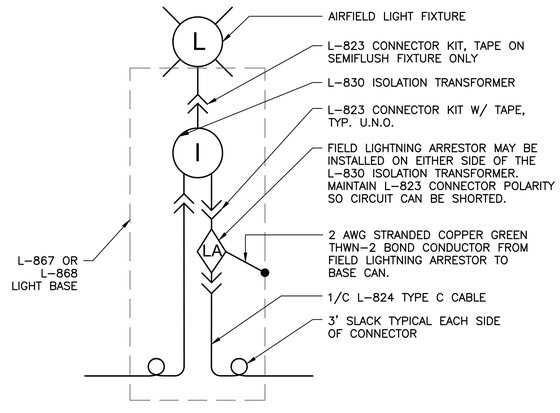
1. CLEAN ALL MATING SURFACES.
2. COAT MATING SURFACE WITH IDEAL NOALOX OR ACCEPTED EQUIVALENT.

DETAIL "2"
FIXTURE BONDING JUMPER OR LIGHTNING ARRESTOR GROUND DETAIL FOR EXISTING BASE CANS

NOT TO SCALE

GROUND INSTALLATION NOTES

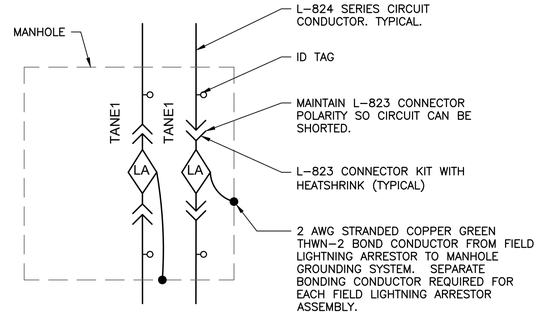
1. IF NO INTERNAL GROUND STRAP IS PRESENT IN THE EXISTING LIGHT BASES, A THOMPSON 561T PLATED LUG OR ACCEPTED EQUIVALENT MAY BE INSTALLED PER DETAILS ON THIS SHEET. THIS COST IS INCIDENTAL TO THE FIXTURE PAY ITEM.
2. FOR EXISTING ONE PIECE BASE CANS WITH AN 11 1/4" BOLT CIRCLE AND FOR EXISTING TWO/MULTI PIECE BASE CANS WITH AN 11 1/4" BOLT CIRCLE, THE FOLLOWING METHOD MAY BE USED:
   A. THE CONTRACTOR IS PERMITTED TO INSTALL THE GROUND STRAP BY WELDING A GROUNDING STRAP. REMOVE GALVANIZING BEFORE WELDING.
   B. ATTACH STRAP WITH 3/16" x 1" LONG FILLET WELD, BOTH SIDES OF STRAP ON THE INSIDE OF THE BASE CAN.
   C. APPLY SPRAY GALVANIZING TO THE COMPLETED INSTALLATION.
   D. TAB SHALL BE WELDED VERTICALLY ALONG THE SIDES. WATER SHALL BE ABLE TO FLOW FREELY FROM TOP TO BOTTOM BEHIND THE TAB.
   E. CONTRACTOR MAY ATTACH THOMPSON 501T LUG TO STRAP OR MAY ATTACH CONDUCTOR USING A BASE CAN GROUND CLAMP FURNISHED BY THE BASE CAN MANUFACTURER.



(TYPICAL ELEVATED OR SEMIFLUSH FIXTURE)

FIELD LIGHTNING ARRESTOR ASSEMBLY WIRING DIAGRAM 1

NOT TO SCALE



(IN HOME RUN CIRCUIT IN MANHOLE)

FIELD LIGHTNING ARRESTOR ASSEMBLY WIRING DIAGRAM 2

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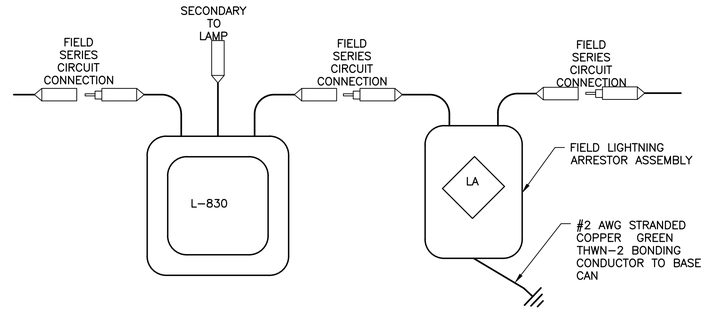

TYPICAL FIELD LIGHTNING ARRESTOR ASSEMBLY WIRING DIAGRAM

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TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
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LIGHTNING ARRESTOR DETAILS

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E521

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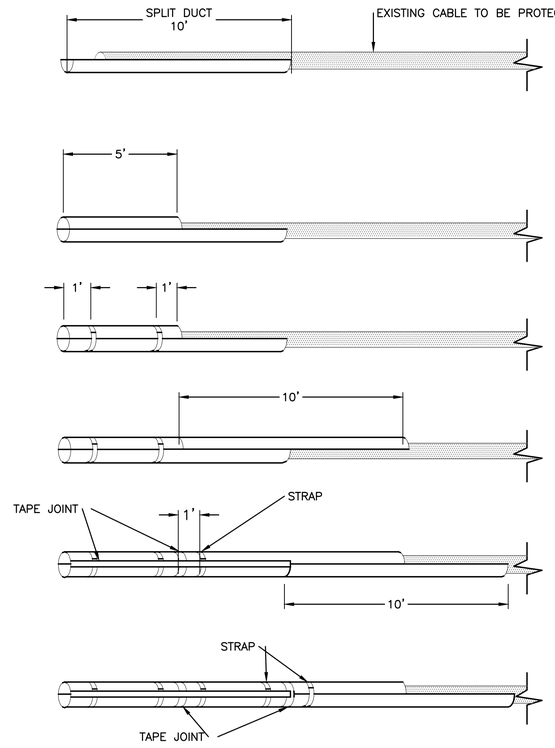
CABLE PROTECTION CRITERIA:

1. ALL EXISTING SYSTEMS TO REMAIN SHALL BE PROTECTED FROM DAMAGE.
2. REFER TO EXISTING CONDITION AND DEMOLITION DRAWINGS FOR APPROXIMATE UTILITY LOCATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT THE APPROPRIATE UTILITY, AGENCY ETC., PRIOR TO EVACUATION/CONSTRUCTION TO LOCATE THE UTILITIES, AGENCIES, UNDERGROUND CABLES, PIPE, CONDUITS, DUCTBANKS, ETC.. REPLACEMENT OF EXISTING CABLES OR UTILITIES SHALL SHALL BE AT THE CONTRACTORS EXPENSE.
4. ALL EXCAVATION WITHIN FIVE (5) FEET OF AN UNDERGROUND UTILITY SHALL BE PERFORMED BY HAND EXCAVATION METHODS. EXISTING DIRECT BURIED CABLE THAT IS TO REMAIN INTACT, FUNCTIONAL AND OPERATIONAL, SHALL BE ENCLOSED IN A CARLON SPLIT DUCT OR APPROVED EQUAL, AND ENCASED IN A 3" MIN ENVELOPE OF P–610 CONCRETE UNDER THE FOLLOWING CONDITIONS:
   A. WHEN WITHIN 20' OF EXCAVATION, TRENCHING ETC.
   B. WHEN PAVEMENT WIDENING OR EXTENSIONS WILL BE ROUTED OVER THE EXISTING CABLE. THE DUCT BANK SHALL BE EXTENDED 5' BEYOND THE NEW EDGE OF PAVEMENT.
   C. WHEN ENCOUNTERED DURING CONSTRUCTION.
   D. WHEN SUBJECT TO DAMAGE FROM CONSTRUCTION ACTIVITIES. AN END OF DUCT MARKER SHALL BE INSTALLED ABOVE EACH END OF THE SPLIT DUCT.
5. ALL EXCAVATION WITHIN 5' OF DIRECT BURIED CABLES SHALL BE BY HAND.
6. THE CABLE ELEVATION SHALL BE ADJUSTED SO THAT THE TOP OF THE DUCT CONCRETE ENCASEMENT 1S 1'–6" MINIMUM BELOW THE FINISHED GRADE OR TOP OF SUBGRADE WHICHEVER IS DEEPER. COORDINATE WITH GRADING AND DRAINAGE PLANS.
7. MULTIPLE CABLES SHALL BE PROTECTED WITH MULTIPLE SPLIT DUCTS WITH A MINIMUM SEPARATION OF 2" BETWEEN DUCTS. REFER TO DUCT BANK DETAILS FOR MULTIPLE DUCT CONFIGURATIONS. POWER AND LOW–VOLTAGE (ANALOG OR DIGITAL) CONTROL SHALL NOT BE GROUPED TOGETHER. EXISTING SEPARATIONS SHALL BE MAINTAINED.
8. INSTALL A PLASTIC, DETECTABLE, TAPE EIGHT INCHES (8") BELOW GRADE ABOVE ALL PORTIONS OF EXISTING UNDERGROUND UTILITIES EXPOSED FOR ANY REASON. THIS INCLUDES ALL CABLING INSTALLED IN SPLIT DUCT. THE DETECTABLE TAPE SHALL BE OMITTED WHERE THE UNDERGROUND UTILITY IS UNDER AIRFIELD PAVEMENT.
9. SEE DUCT DETAILS FOR COMPLETE SPLIT DUCT CONFIGURATION INCLUDING COUNTERPOISE, BACKFILL, ETC.
10. HAND DIGGING AND PROTECTION OF EXISTING SYSTEMS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM BEING INSTALLED.

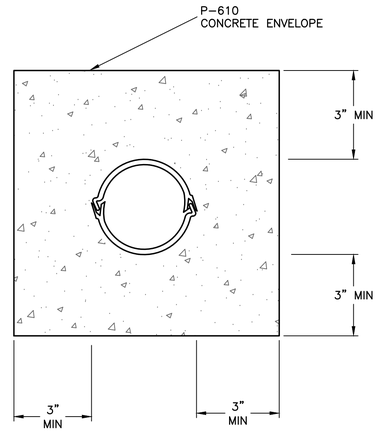
RECOMMENDED SPLIT DUCT INSTALLATION PROCEDURE:

1. PLACE ONE 10' SPLIT DUCT SECTION UNDER CABLE.
2. IN ORDER TO STAGGER JOINTS, SAW ANOTHER SECTION IN HALF (ABOUT 5' FEET LONG).
3. PLACE 5' SECTION OVER CABLE AND SNAP THE TWO SECTIONS TOGETHER.
4. PLACE STRAP ABOUT 1' FROM THE END AND STRAP ANOTHER ABOUT 1' FROM THE JOINT WHERE THE ENDS OF THE TOP SECTIONS WILL BUTT.
5. PLACE ANOTHER 10' SPLIT DUCT SECTION OVER THE OPEN HALF OF THE BOTTOM SECTION, BUTT THE ENDS TIGHTLY TOGETHER AND SNAP THE SECTION TOGETHER.
6. PLACE A LENGTH OF DUCT TAPE AROUND BOTH SECTIONS OF THE SPLIT DUCT TO COVER THE BUTTED JOINT AND THE LONGITUDINAL JOINTS.
7. PLACE A STRAP ABOUT 1' BEYOND THE TAPED JOINT.
8. LAY ANOTHER LENGTH OF SPLIT DUCT UNDERNEATH THE CABLE, BUTT TOGETHER, TAPE THE BUTTED JOINT AND LONGITUDINAL JOINT. INSTALL STRAP ONE FOOT ON EACH SIDE OF THE JOINT.
9. REPEAT PROCEDURE AS REQUIRED.
10. USE APPROPRIATE FITTINGS, COUPLINGS ETC. WHEN JOINING SPLIT DUCT TO EXISTING DUCTS ETC.
11. SPLIT DUCT SHALL BE MEASURED AND PAID FOR BY THE LINEAR FOOT. IE 25 FEET OF 1W4" SPLIT DUCT WOULD BE PAID FOR AS 25', 25' OF 4W4" SPLIT DUCT WOULD BE PAID FOR AS 100'.
12. MULTIPLE RUNS OF SPLIT DUCT SHALL BE INSTALLED PER THE DUCT BANK DETAILS.



1 WAY 4" SPLIT DUCT INSTALLATION

N.T.S.



TYPICAL 1 WAY 4" SPLIT DUCT CONCRETE ENCASED

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
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UTILITY PROTECTION DETAIL

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FAA AIG NO.	3-12-0054-029-2023
AVCON PROJECT NO.	2023.287.04
CADD:	2328704E522

DRAWING
E522

BID DRAWINGS

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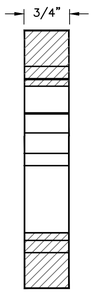
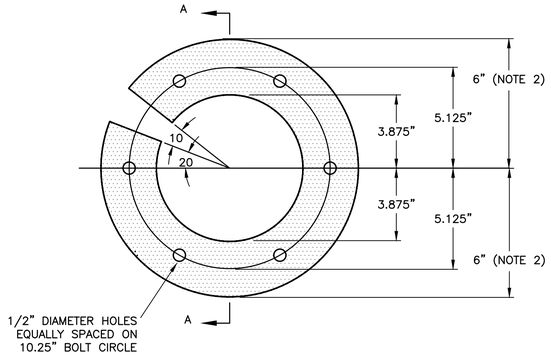


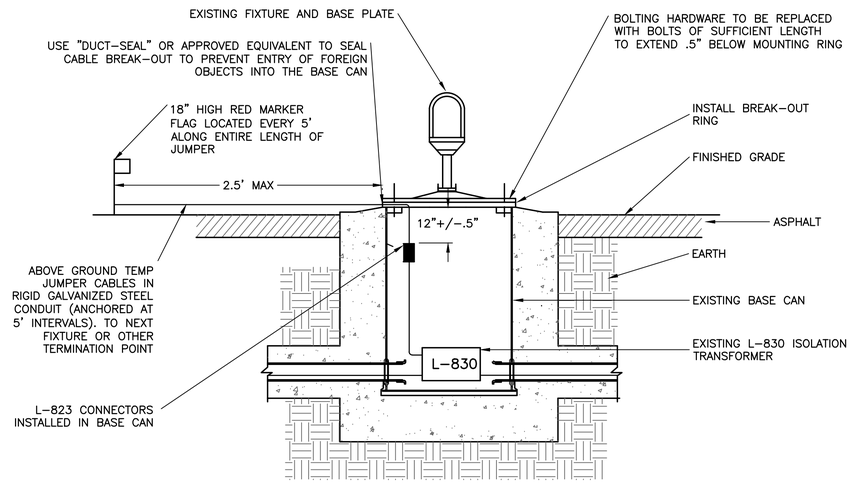
SECTION A-A



BREAK-OUT RING

BREAK-OUT RING NOTES

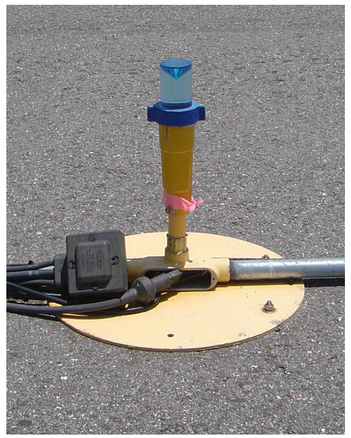
1. HOLE PATTERN SHALL MATCH EXISTING BASE CAN. PATTERN SHOWN IS FOR 12" L-867B BASE CAN.
2. OUTSIDE DIMENSION SHALL MATCH EXISTING CAN.
3. BREAK-OUT RING SHALL BE FABRICATED FROM 3/4" MARINE GRADE A PLYWOOD WITH 10 MIL POLYURETHANE FINISH APPLIED AFTER FABRICATION.
4. THE 10 DEGREE OPENING MAY BE INCREASED IF REQUIRED FOR ADDITIONAL CABLES. OPENING IS BEING KEPT SMALL TO MINIMIZE FOREIGN OBJECT ENTRY INTO THE BASE CAN. SEAL CABLE OPENING WITH DUCT SEAL AFTER TEMPORARY CABLE IS INSTALLED.
5. BREAK-OUT RING IS INCIDENTAL TO THE TEMPORARY AIRFIELD LIGHTING PAY ITEM. CONTRACTOR TO SUPPLY SUFFICIENT QUANTITY TO SUPPORT RE-WIRING ACTIVITIES.



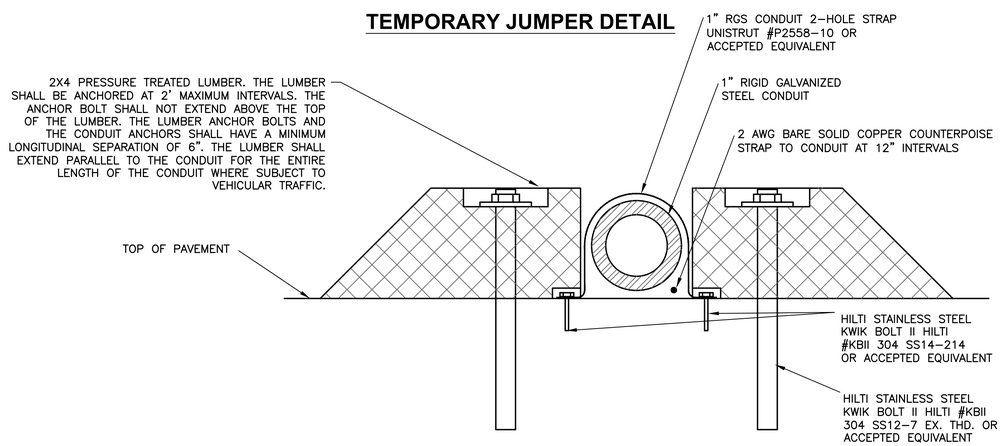
TEMPORARY JUMPER DETAIL

NOTES:

1. 4 (FOUR) 30 POUND SANDBAGS MAY BE USED TO ANCHOR PLATE INSTEAD OF ANCHOR BOLTS.
2. ALL ANCHORS SHALL BE STAINLESS STEEL. THE HOLE FOR THE ANCHOR SHALL BE DRILLED 1" DEEPER THAN THE REQUIRED EMBEDMENT. UPON THE REMOVAL OF TEMPORARY T/W LIGHTING, THE ANCHOR SHALL BE PULLED TO THEIR MOST EXTENDED POSITION. GROUND OFF FLUSH WITH THE TOP OF THE PAVEMENT. THEN DRIVEN TO THE BOTTOM OF THE HOLE. THE VOID CREATED SHALL BE FILLED AND SEALED WITH P-606.
3. ALL THREADED CONDUIT CONNECTIONS SHALL USE T&B KOPR-SHIELD OR ACCEPTED EQUIVALENT AS A JOINT COMPOUND.
4. KWIK BOLTS SHALL BE INSTALLED AND TORQUED PER THE MANUFACTURER'S RECOMMENDATIONS.







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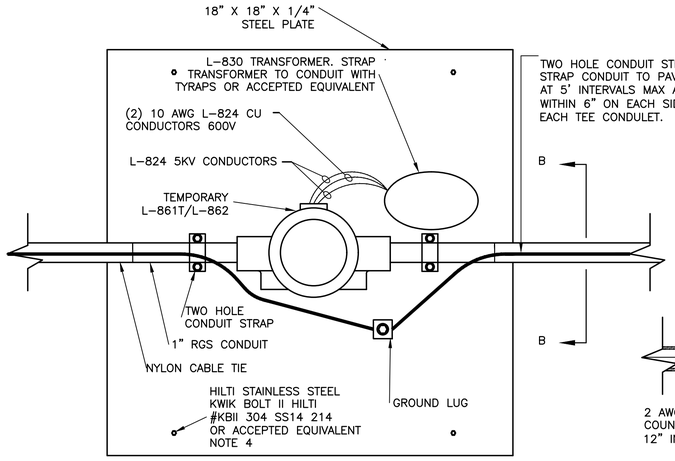
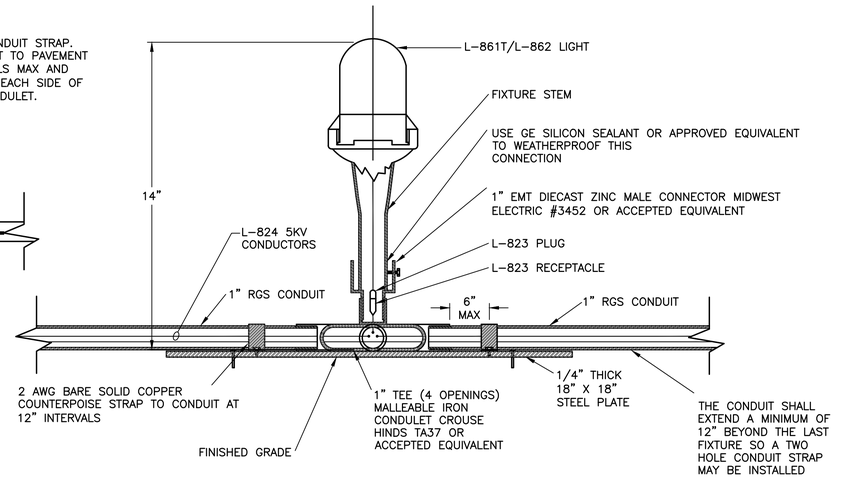


TEMPORARY TAXIWAY / RUNWAY EDGE LIGHT PLAN VIEW



TEMPORARY TAXIWAY / RUNWAY EDGE LIGHT

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TEMPORARY LIGHTING DETAIL

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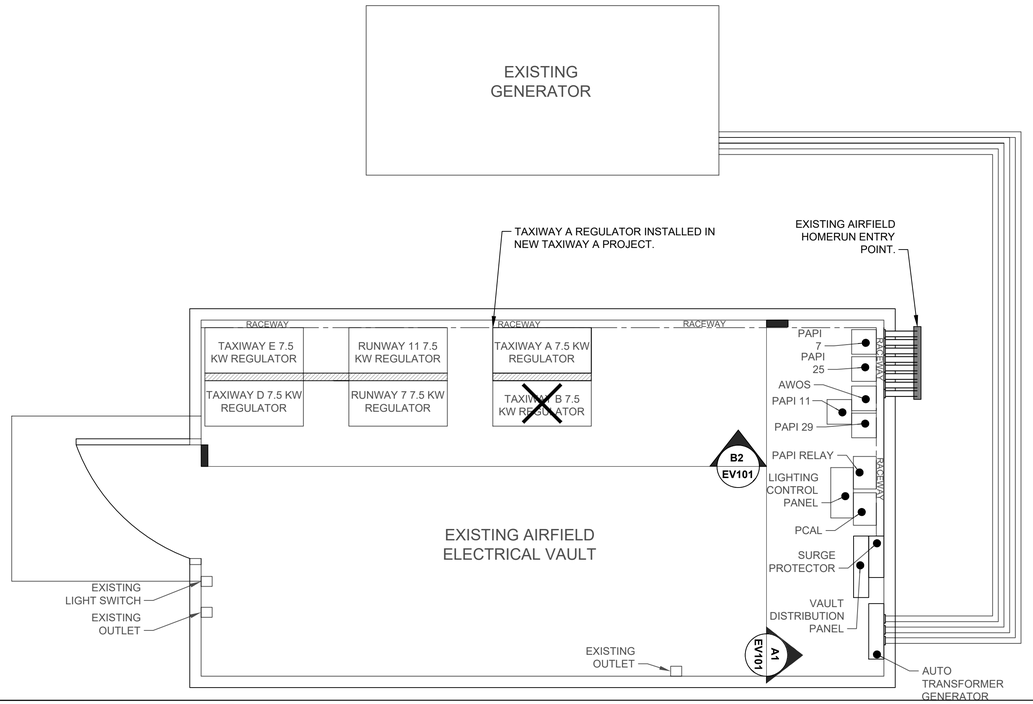
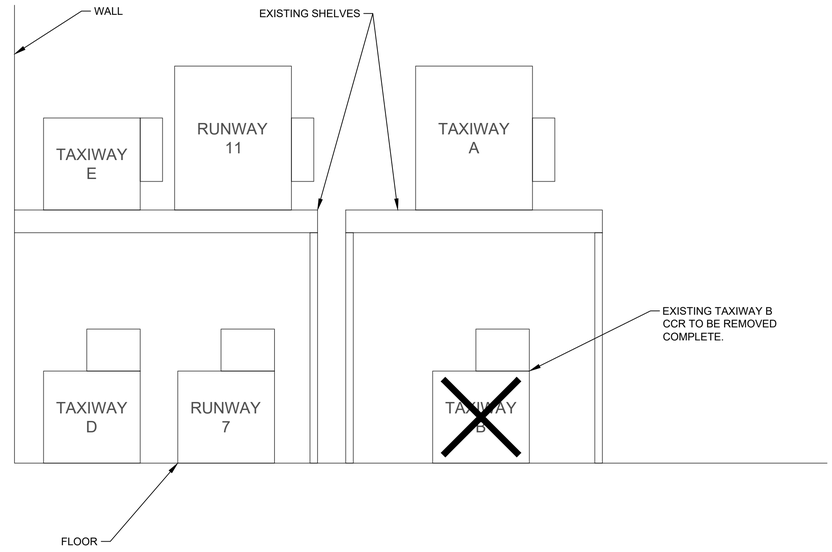


B1 ELECTRICAL AIRFIELD VAULT PLAN (N.T.S.)



B2 CONSTANT CURRENT REGULATORS (N.T.S.)



A1 VAULT PANELS

ELECTRICAL DATA 240/120, 1ø, 3W
PANEL TYPE P1
MOUNTING SURFACE
ENCLOSURE SIEMENS

PANEL **VAULT DISTRIBUTION PANEL**
MAIN 300 AMPS

25KAIC @ 480V RATED
COPPER BUS, BOLT ON BREAKERS

FULL NEUTRAL ☒
GROUND BUS ☒
HINGE DOOR ☒
KEY DOOR LATCH ☒

IDENTIFICATION	KVA A	KVA B	COND SIZE	WIRE SIZE AWG	AMPS TRIP C.B.	CIR NO	PHASE A	PHASE B	CIR NO	AMPS TRIP C.B.	WIRE SIZE AWG	COND SIZE	KVA A	KVA B	IDENTIFICATION
UNLABELED	XX		XX	XX	20	1			2	20	XX	XX	XX		LIGHTS AND FAN
		XX				3			4	20	XX	XX		XX	PLUGS
AWOS	XX		XX	XX	20	5			6	20	XX	XX	XX		PAPI 7
		XX				7			8					XX	
TAXIWAY D	XX		XX	XX	60	9			10	20	XX	XX	XX		PAPI 25
		XX				11			12					XX	
RUNWAY 7–25	XX		XX	XX	60	13			14	40	XX	XX	XX		TAXIWAY E
		XX				15			16					XX	
TAXIWAY A	XX		XX	XX	60	17			18	40	XX	XX	XX		RUNWAY 11
		XX				19			20					XX	
~~TAXIWAY B~~	XX					21			22				XX		SPACE
		XX				23			24					XX	SPACE
PAPI 29	XX		XX	XX	20	25			26				XX		SPACE
		XX				27			28					XX	SPACE
LIGHT CONTROL	XX		XX	XX	20	29			30				XX		SPACE
GEN. HTR.		XX	XX	XX	20	31			32					XX	SPACE
GEN. CHGR.	XX		XX	XX	20	33			34				XX		SPACE
PAPI 11		XX	XX	XX	20	35			36					XX	SPACE
	XX					37			38				XX		SPACE
SPACE		XX				39			40					XX	SPACE
SPACE	XX					41			42				XX		SPACE
	XX	XX	KVA				PHASE A: XXX	PHASE B: XXX					XX	XX	KVA

KVA

TOTAL CONNECTED KVA XXXX
TOTAL DEMAND KVA XXXX

A2 VAULT DISTRIBUTION PANEL SCHEDULE

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EXISTING VAULT LAYOUT AND PANEL SCHEDULE

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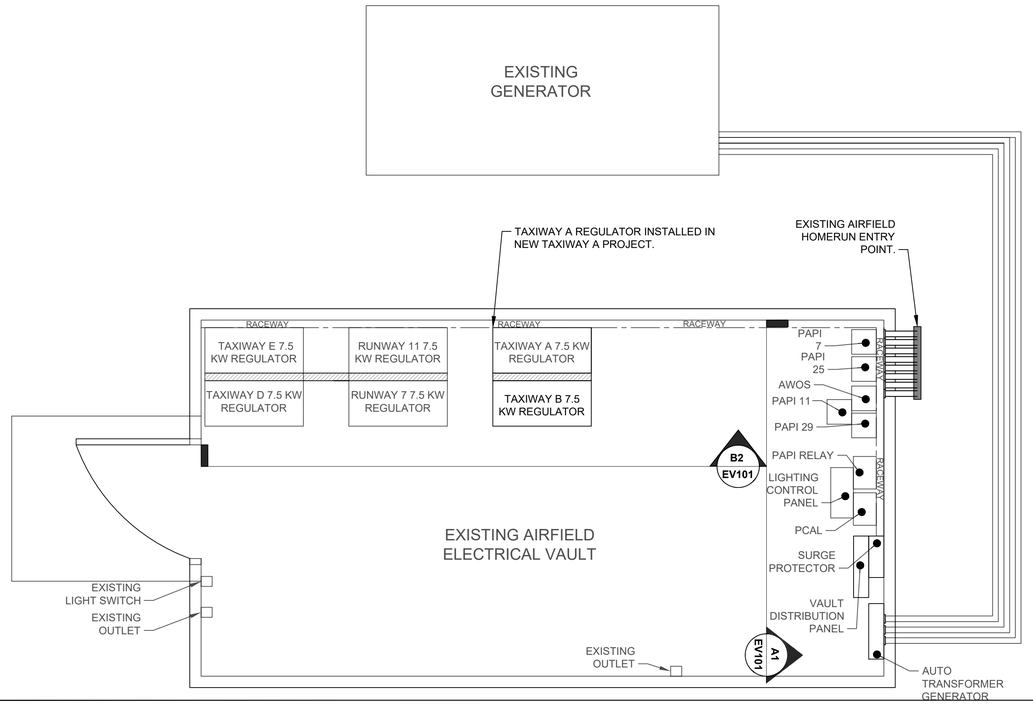
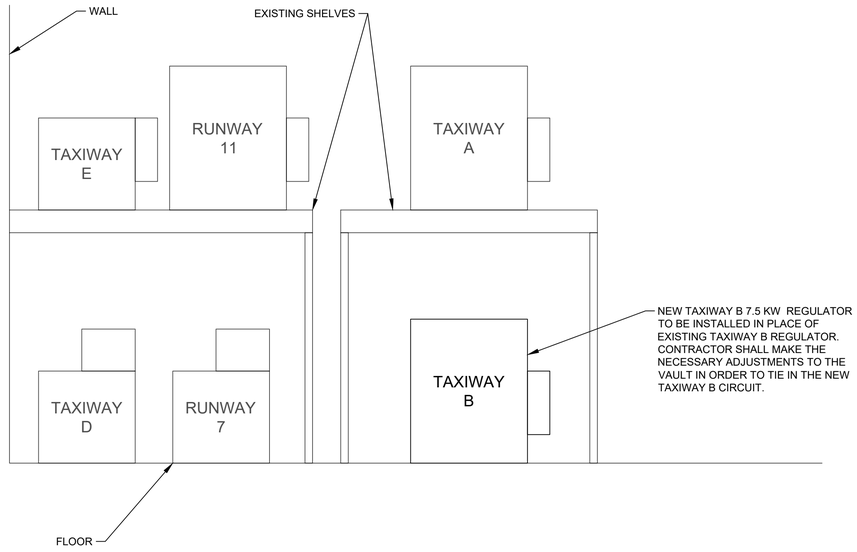


B1 ELECTRICAL AIRFIELD VAULT PLAN (N.T.S.)



B2 CONSTANT CURRENT REGULATORS (N.T.S.)



A1 VAULT PANELS

ELECTRICAL DATA 240/120, 1ø, 3W
PANEL TYPE P1
MOUNTING SURFACE
ENCLOSURE SIEMENS

PANEL **VAULT DISTRIBUTION PANEL**
MAIN 300 AMPS

25KAIC @ 480V RATED
COPPER BUS, BOLT ON BREAKERS

FULL NEUTRAL ☒
GROUND BUS ☒
HINGE DOOR ☒
KEY DOOR LATCH ☒

IDENTIFICATION	KVA A	KVA B	COND SIZE	WIRE SIZE AWG	AMPS TRIP C.B.	CIR NO	PHASE A	PHASE B	CIR NO	AMPS TRIP C.B.	WIRE SIZE AWG	COND SIZE	KVA A	KVA B	IDENTIFICATION
UNLABELED	XX		XX	XX	20	1			2	20	XX	XX	XX		LIGHTS AND FAN
		XX				3			4	20	XX	XX		XX	PLUGS
AWOS	XX		XX	XX	20	5			6	20	XX	XX	XX		PAPI 7
		XX				7			8					XX	
TAXIWAY D	XX		XX	XX	60	9			10	20	XX	XX	XX		PAPI 25
		XX				11			12					XX	
RUNWAY 7–25	XX		XX	XX	60	13			14	40	XX	XX	XX		TAXIWAY E
		XX				15			16					XX	
TAXIWAY A	XX		XX	XX	60	17			18	40	XX	XX	XX		RUNWAY 11
		XX				19			20					XX	
TAXIWAY B	XX		1–1/2"	6	60	21			22				XX		SPACE
		XX				23			24					XX	SPACE
PAPI 29	XX		XX	XX	20	25			26				XX		SPACE
		XX				27			28					XX	SPACE
LIGHT CONTROL	XX		XX	XX	20	29			30				XX		SPACE
GEN. HTR.		XX	XX	XX	20	31			32					XX	SPACE
GEN. CHGR.	XX		XX	XX	20	33			34				XX		SPACE
PAPI 11		XX	XX	XX	20	35			36					XX	SPACE
	XX					37			38				XX		SPACE
SPACE		XX				39			40					XX	SPACE
SPACE	XX					41			42				XX		SPACE
	XX	XX	KVA				PHASE A	PHASE B					XX	XX	KVA
							XXX	XXX	KVA						

TOTAL CONNECTED KVA XXXX
TOTAL DEMAND KVA XXXX

A2 VAULT DISTRIBUTION PANEL SCHEDULE

BID DRAWINGS

** THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID **

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

PROPOSED VAULT LAYOUT AND PANEL SCHEDULE

ATTENTION:
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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: KJL
DRAWN BY: KJL
CHECKED BY: MAG
APPROVED BY: DJN
DATE: MAY 2024

FDOT FM NO. 453565-1-94-01
FAA AIG NO. 3-12-0054-029-2023
AVCON PROJECT NO. 2023.287.04
CADD: 2328704EV101-201

DRAWING
EV201

XREFS: x2328704_tb
W:\2023\2023.287.04 – EVB – Twy. B Reconstruction\2023.287.04 – CADD\2328704EV101-201.dwg 5/13/2024 10:33 AM

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL



NEW SMYRNA BEACH MUNICIPAL AIRPORT
VOLUSIA COUNTY, FLORIDA

BID SPECIFICATIONS

MAY 2024

Prepared By:

AVCON, INC.
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Orlando, FL 32822
T 407.599.1122
F 407.599.1133
www.avconinc.com

2023.287.04
FAA AIP NO. TBD
FDOT FM NO. TBD

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SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner’s notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.

Paragraph Number	Term	Definition
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

Paragraph Number	Term	Definition
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section,

Paragraph Number	Term	Definition
		specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is New Smyrna Beach Municipal Airport.
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

Paragraph Number	Term	Definition
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

Paragraph Number	Term	Definition
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal

Paragraph Number	Term	Definition
		working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	None**.**

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See the City of New Smyrna Beach's eProcurement Portal, ProcureNOW.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **10 percent** of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The time, date, and location of the pre-bid meeting can be found in the "Notice to bidders" section of the Contract Documents.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities*,* without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner on the City's eProcurement Portal, ProcureNOW. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and

the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be submitted on the City's eProcurement Portal, ProcureNOW. All sections and requirements stated in the eProcurement Portal shall be completed as directed.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **seven (7)** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **thirty (30)** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise

specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within **fifteen (15)** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide

for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

- SP-100 - General Provisions and Requirements for Electrical Work
- SP-104 - General Electrical Safety Requirements and Temporary Airfield Lighting
- SP-105 - Alterations, Removal and Demolition
- SP-106 - Submittals, Record Documents and Maintenance Manuals
- SP-111 - Airfield Electrical Installation Testing

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): five (5) full size copies of signed and sealed surveys, five (5) copies of the notes, as well as electronic (.pdf) copies of both.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Construction Staking and Layout includes but is not limited to:

a. Clearing and Grubbing perimeter staking

b. Rough Grade Slope stakes at 100-ft stations

c. Drainage Swales slope stakes and flow line blue tops at 50-ft

Subgrade blue tops at 25-ft stations and 25-ft offset distance (maximum) for the following section locations:

a. Taxiways – minimum (3) per station

b. Holding bay areas – minimum three (3) per station

Base Corse blue tops at 25-ft and 25-ft offset distance maximum for the following section locations:

a. Taxiways – minimum three (3) per station

b. Holding bar areas – minimum three (3) per station

Pavement Areas:

a. Edge of Pavement hubs and tacks (for string line by contractor) at 100-ft stations

b. Between Lifts at 25-ft stations for the following locations:

1. Taxiways – each paving lane width
2. Holding bay areas - each paving lane width

c. After finish paving operations at 50-ft stations:

1. All paved areas – edge of paving lane prior to next paving lot

d. Shoulder and safety area blue tops at 50-ft stations and at all break points with maximum 50-ft offsets

e. Fence lines at 100-ft stations minimum.

f. Electrical and Communications Systems locations, lines, and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precisions Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pullboxes and manholes.

g. Drain lines, cut stakes and alignment on 25-ft stations, inlets, and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting)

i. Laser, or other automatic control devices shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is paving lane).

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity. Specifications C-105, Mobilization, includes additional/specific requirements for the field office and field office requirements to be provided by the Contractor.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **N/A**.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G004-G011 of the project plans and the CSPP document is Attachment A to Section 80 of this document.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Work Area A:

- Work in Work Area A shall be completed in the specified Contract time – 25 Consecutive calendar days.
- Work in Work Area A will require the Closure of Runway 11-29. It shall be the responsibility of the Contractor to supply the necessary runway closure markers and have them in working condition for the duration of the work area.

Work Area B:

- Work in Work Area B shall be completed in the specified Contract time – 60 Consecutive calendar days.

- Work in Work Area B shall not be permitted to begin until Work Area A is substantially complete.
- Work in Work Area B will require the closure of Runway 7-25. It shall be the responsibility of the Contractor to supply the necessary runway closure markers and have them in working condition for the duration of the work area.

Work Area C:

- Work in Work Area C shall be complete in the specified Contract time – 10 Consecutive calendar days.
- Work in Work Area C shall not be permitted to begin until Work Area B is substantially complete.

Work Area D:

- Work in Work Area D shall be completed in the specified Contract time – 60 Consecutive calendar days.
- Work in Work Area D shall not be permitted to begin until Work Area C is substantially complete.
- Work in Work Area D will require the closure of Runway 2-20. It shall be the responsibility of the Contractor to supply the necessary runway closure markers and have them in working condition for the duration of the work area.

Work Area E:

- Work in Work Area E shall be completed in the specified Contract time – 40 Consecutive calendar days.
- Work in Work Area E shall not be permitted to begin until Work Area D is substantially complete.
- Work in Work Area E will require the closure of Runway 7-25. It shall be the responsibility of the Contractor to supply the necessary runway closure markers and have them in working condition for the duration of the work area.

Work Area F:

- Work in Work Area F shall be completed in the specified Contract time – 5 Consecutive calendar days.
- Work in Work Area F shall be completed concurrently to the rest of the project. It shall be the responsibility of the contractor to schedule and notify the ATCT, and RPR prior to beginning work in Work Area F.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is

in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to “The Person to Contact” as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor’s opinion, the Owner’s assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner’s “Person to Contact” no later than two normal business days prior to the Contractor’s commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor’s failure to give the two days’ notice shall be cause for the Owner to suspend the Contractor’s operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor’s operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. Not used.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor’s operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. City of New Smyrna Beach insurance requirements shall be as shown in the City's eProcurement Portal, ProcureNOW.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **twenty-five (25)** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **seven (7)** days of the NTP date. The Contractor shall notify the RPR at least **24 hours** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least ten (10) days prior to the start of work. The Contractor’s progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other

corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Work Area A	$150/day	25 Consecutive Calendar Days (To be completed prior to the start of Work Area B)
Work Area B	$150/day	60 Consecutive Calendar Days (To be completed prior to the start of Work Area C)
Work Area C	$150/day	10 Consecutive Calendar Days (To be completed prior to the start of Work Area D)
Work Area D	$150/day	60 Consecutive Calendar Days (To be completed prior to the start of Work Area E)
Work Area E	$150/day	40 Consecutive Calendar Days (To be completed prior to the start of Work Area F
Work Area F	$150/day	5 Consecutive Calendar Days (To be completed, 25 days after the completion of Work Area F)

The maximum construction time allowed for Schedules A, B, C, D, E, and F will be the sum of the time allowed for individual schedules but not more than **200 calendar** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor

at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

METHOD OF MEASUREMENT

80-12 Basis of measurement and payment.

Construction safety and phasing plan shall be measured on a lump sum basis. Measurement and payment of the construction safety and phasing plan shall be made at the discretion of the Engineer and shall be based on overall percentage of project completion.

BASIS OF PAYMENT

80-13 Payment will be made under:

Item GP-80 Construction Safety and Phasing Plan Compliance – per lump sum

Item GP-80 Stabilized Construction Entrance – per lump sum

END OF SECTION 80

NEW SMYRNA BEACH MUNICIPAL AIRPORT
CONSTRUCTION SAFETY AND PHASING PLAN

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

FAA AIG NO.: 3-12-0054-029-2023
FDOT FM NO.: 453565-1-94-01
EVB TASK NO.: ITB 24-24-AIR

May 2024

Bid Documents

Documents Prepared and Submitted by:

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ATTACHEMENT "A" – CONSTRUCTION SAFETY AND PHASING PLAN

TO SECTION 80

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

FOR THE CONSTRUCTION OF

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

AT

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA, FLORIDA

MAY 2024

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1.0 PURPOSE

Aviation safety is the primary consideration at airports, especially during construction. The Owner's Construction Safety and Phasing Plan (CSPP) and the contractor's Safety Plan Compliance Certification (SPCC) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help maintain the highest levels of safety, security, and efficiency at the airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2 Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff.

This document has been developed to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory.

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP, the Owner's Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

2.0 SCOPE OF PROJECT AND CSPP

The proposed project generally includes the reconstruction of Taxiway B from its west end located at the intersection of Runway 7 end to the east end located at the intersection of Runway 25 end and Taxiway D, and the reconstruction of geometric widenings along the intersection of Taxiway A, E, and C with Taxiway B. The project also includes, the demolition of both runway ends to meet safety area requirements, removal of dilapidated Runway 20 end shoulder pavement, airfield grading improvements, improvements to stormwater drainage infrastructure, displacement of Runway 7 and 25 threshold, new airfield lighting, signage, markings, and replacement of existing airfield lighting and signage fixtures, and demolition of unused airfield pavement along Taxiway B as needed to meet FAA requirements.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the Owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they are identified, their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

1. Identify Affected Areas
2. Describe Current Operations
3. Allow for Temporary Changes to Operations
4. Take Required Measures to Revise Operations
5. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated as required:

3.1.01 Pre-construction Conference. A pre-construction meeting will be conducted to discuss contract requirements, operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to the Owner, ATCT Personnel, Tenants, Contractor, Subcontractors, and Engineer.

At the pre-construction meeting, the Contractor shall submit a plan of operation and schedule of work to the Engineer for review and approval. The Contractor's plan of operation shall indicate, in detail, the amount of construction planned, and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of the Owner. To the extent practicable, the pre-construction meeting will be held prior to issuance of a Notice to Proceed.

3.1.02 Contractor Progress Meetings. A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Owner, throughout the duration of the Contract, between the Owner, Contractor, Engineer and any other interested parties at a time and place to be designated by the Engineer. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor's compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the Engineer. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

3.1.03 Scope or Schedule Changes. Changes in the Scope of Work or Project Schedule shall be governed by Section 40 and Section 80 of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Owner for review and approval. FAA review and approval can be expected to take a minimum of ninety (90) business days.

3.1.04 FAA ATO Coordination. Early coordination with Federal Aviation Administration (FAA) Air Traffic Organization (ATO) is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, may require an FAA flight inspection prior to restarting the

facility. Flight inspections shall be coordinated and scheduled well in advance of the intended facility restart. Flight inspections shall be as required by technical specifications or special provisions.

3.1.05 Pre-Paving Meeting. If paving is included in this project, a pre-paving meeting will be held to discuss the status of preliminary submittals, the Engineer's inspection of the plant and laboratory, test section requirements, paving plan requirements, and production requirements.

3.1.06 Payment. The cost of complying with the requirements of this section, including but not limited to scheduling; providing flag people; construction, maintenance and removal of temporary access roads and staging areas; providing, placing, relocating, maintaining and removing temporary barricades; protection of aircraft and vehicular traffic; installation, maintenance and removal of temporary airfield markings; maintenance of airport lighting circuits; cleaning of paved surfaces; restoration of surfaces disturbed as a result of the Contractor's operations; providing, maintaining, and removing warning signs, hazard markings, barricades, lights, or lighted closed runway markers; providing, maintaining, and removing temporary drainage; providing, maintaining, and removing temporary access gates; providing padlocks for access gates; and all security requirements shall be included under Pay Item GP-80, Construction Safety and Phasing Plan.

3.2 PHASING

3.2.01 Phase Elements (Work Areas).

Phase Descriptions: The work shall be completed in one (1) phase and is anticipated to be completed over a period of 200 consecutive calendar days. Phase I is anticipated to receive a Notice to Proceed (NTP) in 2024, and the full scope of work, described below, will be completed within the following five phases.

Work Area Descriptions: The work of the project has been divided into six (6) work areas to coordinate construction in a way that will minimize interference with Airport operations. The work areas shall be completed in sequence detailed on the plans, and work areas shall be completed prior to progressing to the next area. The work areas are described below:

Phase I:

Work Area "A": Includes the pavement removal and reconstruction of Taxiway B, reconstruction of Runway 11 end under drainage crossing, grading, subgrade preparation and placement of subbase material, installation of airfield guidance signage and runway/taxiway edge lighting, conduit and cable installation, pavement markings, and drainage infrastructure rehabilitation. Work Area "A" is bounded to

the west by Runway 11-29 ROFA, extends to the east boundary by Taxiway A TOFA, extends to the north boundary by Runway 7-25 ROFA, and extends ±132' to the south boundary from Taxiway B centerline. Access to Work Area "A" shall be from Sunset Drive through a temporary construction access gate. The Contractor shall utilize the existing Taxiway B pavement as necessary to access the work area once through the gate as shown on the Construction Safety and Phasing Plan drawings. Contractor shall not be permitted access onto Runway 7-25, Taxiway A, or outside of the work area with any construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

Work Area "B": Includes the pavement removal and reconstruction of Taxiway B, removal of Runway 7 end pavement, displacement of Runway 7 threshold, grading, subgrade preparation and placement of subbase material, installation of airfield guidance signage and runway/taxiway lighting, conduit, and cable installation, pavement markings, and drainage infrastructure rehabilitation. Work area "B" is bounded to the west, north, and south by the existing airport fence line, and extends to the east boundary by Runway 11-29 ROFZ. Access to Work Area "B" shall be from Sunset Drive through and existing airport swing gate. The Contractor shall utilize a stabilized access entrance to access the work area once through the gate as shown on the Construction Safety and Phasing Plan drawings. Contractor shall not be permitted access onto Runway 11-29, Taxiway A, or outside of the work area with any construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

Work Area "C": Includes the pavement removal and reconstruction of Taxiway B, reconstruction of geometric widenings along Taxiway A, grading, and subgrade preparation and placement of subbase material, installation of airfield guidance signage and runway/taxiway lighting, conduit, and cable installation, and pavement markings. Work area "C" is bounded to the west and east by Taxiway A TOFA, extends to the north boundary by Runway 7-25 ROFA, and extends ±132' to the south boundary from Taxiway B centerline. Access to Work Area "C" shall be from Skyline Drive onto Aero Circle through an existing cantilever gate. The contractor shall utilize the existing taxilane onto Taxiway C then Taxiway B with flagger personnel to access the work area once through the gate as shown on the Construction Safety and Phasing Plan drawings. Contractor shall not be permitted access onto the apron, Taxiway D, Taxiway E, Runway 2-20, or outside of the work area with any

construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

Work Area "D": Includes the pavement removal and reconstruction of Taxiway B, reconstruction of geometric widenings along Taxiway E, removal of existing Runway 20 end shoulder pavement, grading, and subgrade preparation and placement of subbase material, installation of airfield guidance signage and runway/taxiway lighting, conduit and cable installation, pavement markings, and drainage infrastructure rehabilitation. Work Area "D" is bounded to the west by Taxiway A TOFA, extended to the east boundary by Taxiway C and Taxiway D TOFA, extended to the north boundary by Runway 7-25 ROFA, and extended ±131' and ±280' to the south boundary from Taxiway B centerline. Access to Work Area "D" shall be the same as Work Area "C". Contractor shall not be permitted access to the apron, Taxiway D, Runway 7-25, or outside of the work area with any construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

Work Area "E": Includes the pavement removal and reconstruction of Taxiway B and D, removal of Runway 25 end pavement, displacement of Runway 25 threshold, reconstruction of geometric widening along Taxiway C, grading, subgrade preparation and placement of subbase material, installation of airfield guidance signage and runway/taxiway lighting, conduit, and cable installation, pavement markings, and drainage infrastructure rehabilitation. Work Area "E" is bounded to the west by Taxiway C/D TOFA, extended to the east boundary by the existing airport fence line, extended to the north boundary by Runway 7-25 ROFA, and extended to the south boundary by the existing ditch. Access to Work Area "E" shall be from the South Street through an existing construction access gate. The Contractor shall utilize the existing asphalt millings path to access the work area once through the gate as shown on the Construction Safety and Phasing Plan. Contractor shall not be permitted access onto Runway 2-20, Taxiway D, Taxiway E, or outside of the work area with any construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

Work Area "F": Includes all airfield work necessary to apply runway and taxiway markings. Access to Work Area "F" shall be the same as Work Area "E". During this phase, is shall be the responsibility of the Contractor to coordinate with the engineer regarding construction schedule and planning. Contractor shall not be permitted access

onto Runway 7-25, Runway 11-29, Runway 2-20, or outside of the work area with any construction equipment or Contractor vehicles unless otherwise permitted by the RPR, Engineer or Owner.

3.2.02 Construction Work Phasing Requirements. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate their work in such a manner as to ensure safety and a minimum of hindrance to airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as show on the Construction Safety and Phasing Plan Drawings (Appendix 1). No equipment will be allowed to park within the approach area or RPZ of an active runway at any time.

During the work under this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, to afford time to coordinate construction with the Owner. No work shall proceed in any area without prior approval.

The Contractor shall always confine construction operations to the construction work area and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors, and suppliers will not be allowed in any other area within the Air Operations Area and within the Airport boundaries without prior approval of the Owner or Engineer.

The Engineer will perform a visual site assessment before the Contractor proceeds into a new work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred as a result of the Contractor’s construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Temporary cables in grass areas shall be marked with barricades.

Prior to the start of construction operations, the Contractor shall perform the following:

- Coordinate issuing Notices to Airmen (NOTAM) with the Owner and Engineer for the construction activities and closures as applicable per phase and/or work area at least 72 hours in advance of the work.
- Place barricades as indicated on the Construction Safety and Phasing Plan drawing as applicable per phase and work area.
- Place lighted closed runway markers as applicable per phase and work area.
- Install temporary jumpers as required to maintain active airfield lighting circuits as applicable per phase and work area.
- Deactivate and appropriately lockout/tag out airfield circuits as applicable.
- Cover directional signs or lights as applicable per phase and work area.

At the conclusion of construction operations, the Contractor shall perform the following:

- Test and activate airfield lighting circuits.
- Remove barricades, temporary jumpers, and lighted closed runway markers, as indicated on the construction safety and phasing plan drawings.
- Clean all paved surfaces.
- Ensure restored turf areas are protected from jet blast or prop wash.
- Coordinate cancellation of the NOTAMs with the Owner and Engineer.
- Uncover directional signs or lights.

Phase I:

The total contract time allotted for Phase I of the construction of this project shall be **200 consecutive calendar days.**

Work Area "A": During the work in Work Area "A", a partial closure of Taxiway B and a full closure of Runway 11-29 shall be in effect. Contractor shall access the work area from Sunset Drive through a temporary construction access gate. The Contractor's staging and stockpile area shall be just inside the aforementioned gate alongside Taxiway B, and access from the staging area to the work area shall be via the existing Taxiway B pavement as shown on the Construction Safety and Phasing Plan drawings for this work area. Stockpiled materials shall be located in the excess free area within the specified staging areas unless specified otherwise.

At the start of Work Area "A", the Contractor shall perform the following:

- Verify with the Owner that a NOTAM has been issued closing Runway 11-29, and Taxiway B west of the Taxiway A TOFA to Runway 7-25.
- Place temporary barricades across Taxiway B at the TOFA of Taxiway A and the ROFZ of Runway 7-25.
-
- Place temporary barricades across Runway 11-29 at the intersection of Runway 11-29 and Runway 2-20 ROFZ.
- Place lighted closed runway marker at both ends of Runway 11-29.
- Deactivate Runway 11-29 Lighting and Signage Circuit in the electrical vault.
- Deactivate Runway 11-29 PAPI circuit in the electrical vault.
- Deactivate Taxiway B Lighting and Signage Circuit in the electrical vault.
- Install temporary jumper cables as necessary on the Taxiway B lighting and signage circuit to maintain portion of Taxiway B lighting and signage east of Taxiway A. Activate the Taxiway B lighting and signage circuit.
- Install temporary jumper cables as necessary on the Runway 11-29 lighting and signage circuit to maintain portion of Runway 11-29 lighting and signage east of the intersection with Runway 2-20. Activate the Runway 11-29 lighting and signage circuit.
- Cover directional signs as appropriate to the closed portions of taxiways and runways.

Work Area "A" is limited to twenty-five (25) consecutive Calendar Days.

Work Area "B": During the work in Work Area "B", a partial closure of Taxiway B and a full closure of Runway 7-25 shall be in effect. Contractor shall access the work area from Sunset Drive through an existing construction swing gate. The Contractor's staging and stockpile area shall be just inside the aforementioned gate as shown on the Construction Safety and Phasing Plan. Stockpiled materials shall be located in the excess free area within the specified staging are unless specified otherwise.

At the start of the work in Work Area "B", the Contractor shall perform the following:

- Verify with the Owner that a NOTAM has been issued closing Runway 7-25, and Taxiway B west of Runway 11-29 to Runway 7-25.
- Place temporary barricades across Taxiway B at the Runway 11-29 ROFZ.
- Place temporary barricades across Runway 7-25 at the intersection of Taxiway E TOFA.
- Place temporary barricades across Runway 7-25 at the intersection of Taxiway A TOFA.
- Place temporary barricades across Taxiway C at the Taxiway B TOFA.
- Place temporary barricades across Taxiway D at the Bravo/Delta intersection.
- Place lighted closed runway marker at both ends of Runway 7-25.
- Deactivate Runway 7-25 Lighting and Signage Circuit in the electrical vault.
- Deactivate Runway 7-25 PAPI circuit in the electrical vault.
- Deactivate Taxiway B Lighting and Signage Circuit in the electrical vault.
- Install temporary jumper cables as necessary on the Taxiway B lighting and signage circuit to maintain portion of Taxiway B lighting and signage east of Runway 11-29. Activate the Taxiway B lighting and signage circuit.
- Install temporary jumper cables as necessary on the Runway 7-25 lighting and signage circuit to maintain portion of Runway 7-25 lighting and signage east of intersection with Taxiway A. Activate the Runway 7-25 lighting and signage circuit.
- Cover directional signs as appropriate to the closed portions of taxiways and runways.

Work Area "B" is limited to sixty (60) consecutive Calendar Days.

Work Area "C": During the work in Work Area "C", a partial closure of Taxiway B and Taxiway A shall be in effect. Contractor shall access the work area from Skyline Drive onto Aero Circle through an existing cantilever gate. The Contractor's staging and stockpile area shall be just inside the aforementioned gate, and access from the staging area to the work area shall be from an existing taxilane onto Taxiway C then Taxiway B with the assistance of flag personnel as shown on the Construction Safey and Phasing Plan. Stockpiled materials shall be located in the excess free area within the specified staging are unless specified otherwise.

At the start of Work Area "C", the Contractor shall perform the following:

- Verify with the Owner that a NOTAM has been issued closing Taxiway A from Runway 7-25 to Runway 2-20, and Taxiway B from Runway 11-29 to Runway 2-20.
- Place temporary barricades across Taxiway B at Runway 11-29 and the Runway 2-20 ROFZ.
- Place temporary barricades across Taxiway A at Runway 7-25 and the Runway 2-20 ROFZ.
- Deactivate Taxiway B Lighting and Signage Circuit in the electrical vault.
- Deactivate Taxiway A Lighting and Signage Circuit in the electrical vault.
- Install temporary jumper cables as necessary on the Taxiway B lighting and signage

circuit to maintain portion of Taxiway B lighting and signage east of Runway 2-20 and southwest of west of Runway 11-29. Activate the Taxiway B lighting and signage circuit.
- Install temporary jumper cables as necessary on the Taxiway A lighting and signage circuit to maintain portion of Taxiway A lighting and signage east of Runway 2-20. Activate the Taxiway A lighting and signage circuit.
- Cover directional signs as appropriate to the closed portions of taxiways and runways.

Work Area "C" is limited to ten (10) consecutive Calendar Days.

Work Area "D": During the work in Work Area "D", a partial closure of Taxiway B and Taxiway E, while a full closure of Runway 2-20 shall be in effect. Contractor shall access the work area from Skyline Drive onto Aero Circle through an existing cantilever gate. The Contractor's staging and stockpile area shall be just inside the aforementioned gate, and access from the staging area to the work area shall be from an existing taxilane onto Taxiway C then Taxiway B with the assistance of flag personnel as shown on the Construction Safey and Phasing Plan. Stockpiled materials shall be located in the excess free area within the specified staging are unless specified otherwise.

At the start of Work Area "D", the Contractor shall perform the following:
- Verify with the Owner that a NOTAM has been issued closing Runway 2-20, Taxiway E from the Runway 7-25 ROFA to the Taxiway D TOFA, and Taxiway B from the Taxiway A TOFA to the Taxiway C TOFA.
- Place temporary barricades across Taxiway B at the Taxiway A and Taxiway C TOFA.
- Place temporary barricades across Taxiway E at the Runway 7-25 ROFZ and the Taxiway D TOFA.
- Place temporary barricades across Runway 2-20 at the Taxiway A TOFA.
- Place lighted closed runway marker at both ends of Runway 2-20.
- Deactivate Taxiway B Lighting and Signage Circuit in the electrical vault.
- Deactivate Taxiway E Lighting and Signage Circuit in the electrical vault.
- Install temporary jumper cables as necessary on the Taxiway B lighting and signage circuit to maintain portion of Taxiway B lighting and signage west of Taxiway A and east of Taxiway C. Activate the Taxiway B lighting and signage circuit.
- Install temporary jumper cables as necessary on the Taxiway E lighting and signage circuit to maintain portion of Taxiway E lighting and signage south of Taxiway D and north of Runway 7-25. Activate the Taxiway E lighting and signage circuit.
- Cover directional signs as appropriate to the closed portions of taxiways and runways.

Work Area "D" is limited to sixty (60) consecutive Calendar Days.

Work Area "E": During the work in Work Area "E", a partial closure of Taxiway B, Taxiway C, and Taxiway D, while a full closure of Runway 7-25 shall be in effect. Contractor shall access the work area from South Street though an existing double swing gate. The Contractor's staging and stockpile area shall be just inside the aforementioned gate, and access from the staging area to the work area shall be from and existing millings access road as shown on the Construction Safey and Phasing Plan. Stockpiled materials shall be located in the excess free area within the specified staging area unless specified otherwise.

At the start of Work Area "E", the Contractor shall perform the following:

- Verify with the Owner that a NOTAM has been issued closing Runway 7-25, Taxiway B from Taxiway D to Runway 20, Taxiway C from Runway 7-25 to the existing aircraft parking apron, and Taxiway D from the Runway 25 to the existing run-up area.
- Place temporary barricades across Taxiway B east of the Runway 2-20 ROFZ.
- Place temporary barricades across Runway 7-25 at Taxiway E TOFA.
- Place temporary barricades across Taxiway D prior to the existing run-up area.
- Place temporary barricades across C prior to the existing aircraft apron.
- Place temporary barricades across the taxilane at the base of the tower.
- Place lighted closed runway marker at both ends of Runway 7-25.
- Deactivate Runway 7-25 Lighting and Signage Circuit in the electrical vault.
- Deactivate Runway 7-25 PAPI circuit in the electrical vault.
- Deactivate Taxiway B Lighting and Signage Circuit in the electrical vault.
- Install temporary jumper cables as necessary on the Taxiway B lighting and signage circuit to maintain portion of Taxiway B lighting and signage west of Runway 2-20 ROFZ. Activate the Taxiway B lighting and signage circuit.
- Install temporary jumper cables as necessary on the Runway 7-25 lighting and signage circuit to maintain portion of Runway 7-25 lighting and signage west of intersection with Taxiway E. Activate the Runway 7-25 lighting and signage circuit.
- Cover directional signs as appropriate to the closed portions of taxiways and runways.

Work Area “E” is limited to forty (40) consecutive Calendar Days.

Work Area “F”: During the work in Work Area “F”, the Contractor shall schedule during the necessary times throughout the duration of the project. Contractor shall gain access to the work area using the same route in Work Area “E” as shown on the Construction Safety and Phasing Plan drawings for this work area.

At the start of Work Area “F”, the Contractor shall perform the following:

- Verify with the Owner that a NOTAM has been issued stating work in this work area will be closely coordinates with the airport, tower personnel, and the resident engineer as the project progresses.
- If necessary, position flaggers that are required by the Owner at temporary locations.
- Coordinate access on and across the active airfield pavements and changes to the current work taking place with ATC as necessary.

Work Area “F” is limited to five (5) consecutive Calendar Days.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active airport operating area without previous permission from the Owner and the Air Traffic Control Tower.

In an emergency situation, the Owner or other designated airport representative may other the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the airport users through the Engineer, in coordination with airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxiing operations, or other aircraft operations.

3.3.01 Identification of Affected Areas

The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction and work phasing:

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “A”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Includes the pavement removal and reconstruction of Taxiway B from the Runway 11-29 ROFZ to Taxiway A TOFA, grading and subgrade preparation and placement of subbase material, installation of airfield guidance signage and taxiway/runway edge lighting, conduit, and cable installation, drainage infrastructure rehabilitation, and pavement markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/day | Military: 0/day
Runway 11-29 ARC	B-II	**CLOSED**
RW 11 Approach Visibility Minimums	VISUAL	**CLOSED**
RW 29 Approach Visibility Minimums	1-MILE	**CLOSED**
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 0 ft
	TODA: 4,319 ft	TODA: 0 ft
	ASDA: 4,319 ft	ASDA: 0 ft
	LDA: 4,319 ft	LDA: 0 ft
Runway 29 Declared Distances	TORA: 4,319 ft	TORA: 0 ft
	TODA: 4,319 ft	TODA: 0 ft
	ASDA: 4,319 ft	ASDA: 0 ft
	LDA: 4,319 ft	LDA: 0 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/Day | Military: 0
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/Day | Military: 0/day
Runway 07-25 ARC	B-II	B-II
RW 07 Approach Visibility Minimums	1-MILE	1-MILE
RW 25 Approach Visibility Minimums	1-MILE	1-MILE

Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 5,000 ft
	TODA: 5,000 ft	TODA: 5,000 ft
	ASDA: 4,853 ft	ASDA: 4,853 ft
	LDA: 4,518 ft	LDA: 4,518 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 5,000 ft
	TODA: 5,000 ft	TODA: 5,000 ft
	ASDA: 4,763 ft	ASDA: 4,763 ft
	LDA: 4,463 ft	LDA: 4,463 ft
RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 90/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 89/Day | Military: N/A
Runway 02-20 ARC	B-II	B-II
RW 02 Approach Visibility Minimums	1-1/4 MILE	1-1/4 MILE
RW 20 Approach Visibility Minimums	Visual	Visual
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 4,000 ft	ASDA: 4,000 ft
	LDA: 3,215 ft	LDA: 3,215 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 3,952 ft	ASDA: 3,952 ft
	LDA: 3,952 ft	LDA: 3,952 ft
Taxiway A ADG	II	II
Taxiway B ADG	II	II (PARTIAL CLOSURE)
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “B”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Includes the pavement removal and reconstruction of Taxiway B from Runway 11-29 ROFZ to Runway 7-25, pavement removal of Runway 7 end, grading and subgrade preparation and placement of subbase material, installation of airfield guidance signage and taxiway/runway edge lighting, conduit, and cable installation, drainage infrastructure rehabilitation, and pavement markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
Runway 11-29 ARC	B-II	B-II

RW 11 Approach Visibility Minimums	VISUAL	VISUAL
RW 29 Approach Visibility Minimums	1-MILE	1-MILE
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
Runway 29 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/Day | Military: 0
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/Day | Military: 0/day
Runway 07-25 ARC	B-II	**CLOSED**
RW 07 Approach Visibility Minimums	1-MILE	**CLOSED**
RW 25 Approach Visibility Minimums	1-MILE	**CLOSED**
Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 0 ft
	TODA: 5,000 ft	TODA: 0 ft
	ASDA: 4,853 ft	ASDA: 0 ft
	LDA: 4,518 ft	LDA: 0 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 0 ft
	TODA: 5,000 ft	TODA: 0 ft
	ASDA: 4,763 ft	ASDA: 0 ft
	LDA: 4,463 ft	LDA: 0 ft
RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 90/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 89/Day | Military: N/A
Runway 02-20 ARC	B-II	B-II
RW 02 Approach Visibility Minimums	1-1/4 MILE	1-1/4 MILE
RW 20 Approach Visibility Minimums	Visual	Visual
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 4,000 ft	ASDA: 4,000 ft
	LDA: 3,215 ft	LDA: 3,215 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 3,952 ft	ASDA: 3,952 ft
	LDA: 3,952 ft	LDA: 3,952 ft
Taxiway A ADG	II	II
Taxiway B ADG	II	II (PARTIAL CLOSURE)
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II

ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “C”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Includes the pavement removal and reconstruction of Taxiway B between Taxiway A TOFA, grading and subgrade preparation and placement of subbase material, installation of airfield guidance signage and taxiway/runway edge lighting, conduit, and cable installation, and pavement markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
Runway 11-29 ARC	B-II	B-II
RW 11 Approach Visibility Minimums	VISUAL	VISUAL
RW 29 Approach Visibility Minimums	1-MILE	1-MILE
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
Runway 29 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
Runway 07-25 ARC	B-II	B-II
RW 07 Approach Visibility Minimums	1-MILE	1-MILE
RW 25 Approach Visibility Minimums	1-MILE	1-MILE
Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 4,890 ft
	TODA: 5,000 ft	TODA: 4,890 ft
	ASDA: 4,853 ft	ASDA: 4,890 ft
	LDA: 4,518 ft	LDA: 4,606 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 4,890 ft
	TODA: 5,000 ft	TODA: 4,890 ft
	ASDA: 4,763 ft	ASDA: 4,890 ft
	LDA: 4,463 ft	LDA: 4,590 ft

RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 60/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 59/Day | Military: N/A
Runway 02-20 ARC	B-II	B-II
RW 02 Approach Visibility Minimums	1-1/4 MILE	1-1/4 MILE
RW 20 Approach Visibility Minimums	Visual	Visual
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 4,000 ft	ASDA: 4,000 ft
	LDA: 3,215 ft	LDA: 3,215 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 3,952 ft	ASDA: 3,952 ft
	LDA: 3,952 ft	LDA: 3,952 ft
Taxiway A ADG	II	II (PARTIAL CLOSURE)
Taxiway B ADG	II	II (PARTIAL CLOSURE)
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “D”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Includes the pavement removal and reconstruction of Taxiway B between Taxiway A TOFA to Taxiway C TOFA, shoulder pavement removal of runway 20 end, grading and subgrade preparation and placement of subbase material, installation of airfield guidance signage and taxiway/runway edge lighting, conduit, and cable installation, drainage infrastructure rehabilitation, and pavement markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
Runway 11-29 ARC	B-II	B-II
RW 11 Approach Visibility Minimums	VISUAL	VISUAL
RW 29 Approach Visibility Minimums	1-MILE	1-MILE
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
	TORA: 4,319 ft	TORA: 4,319 ft

Runway 29 Declared Distances	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 89/day | Military: 0/day
Runway 07-25 ARC	B-II	B-II
RW 07 Approach Visibility Minimums	1-MILE	1-MILE
RW 25 Approach Visibility Minimums	1-MILE	1-MILE
Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 4,890 ft
	TODA: 5,000 ft	TODA: 4,890 ft
	ASDA: 4,853 ft	ASDA: 4,890 ft
	LDA: 4,518 ft	LDA: 4,606 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 4,890 ft
	TODA: 5,000 ft	TODA: 4,890 ft
	ASDA: 4,763 ft	ASDA: 4,890 ft
	LDA: 4,463 ft	LDA: 4,590 ft
RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 0/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 0/Day | Military: N/A
Runway 02-20 ARC	B-II	**CLOSED**
RW 02 Approach Visibility Minimums	1-1/4 MILE	**CLOSED**
RW 20 Approach Visibility Minimums	Visual	**CLOSED**
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 0 ft
	TODA: 4,000 ft	TODA: 0 ft
	ASDA: 4,000 ft	ASDA: 0 ft
	LDA: 3,215 ft	LDA: 0 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 0 ft
	TODA: 4,000 ft	TODA: 0 ft
	ASDA: 3,952 ft	ASDA: 0 ft
	LDA: 3,952 ft	LDA: 0 ft
Taxiway A ADG	II	II
Taxiway B ADG	II	II (PARTIAL CLOSURE)
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II (PARTIAL CLOSURE)
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “E”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)

Scope of Work	Includes the pavement removal and reconstruction of Taxiway B between Taxiway C TOFA to Runway 25 end, pavement removal of Runway 25 end, grading and subgrade preparation and placement of subbase material, installation of airfield guidance signage and taxiway/runway edge lighting, conduit, and cable installation, drainage infrastructure rehabilitation, and pavement markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 90/day | Military: 0/day
Runway 11-29 ARC	B-II	B-II
RW 11 Approach Visibility Minimums	VISUAL	VISUAL
RW 29 Approach Visibility Minimums	1-MILE	1-MILE
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
Runway 29 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/day | Military: 0/day
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 0/day | Military: 0/day
Runway 07-25 ARC	B-II	**CLOSED**
RW 07 Approach Visibility Minimums	1-MILE	**CLOSED**
RW 25 Approach Visibility Minimums	1-MILE	**CLOSED**
Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 0 ft
	TODA: 5,000 ft	TODA: 0 ft
	ASDA: 4,853 ft	ASDA: 0 ft
	LDA: 4,518 ft	LDA: 0 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 0 ft
	TODA: 5,000 ft	TODA: 0 ft
	ASDA: 4,763 ft	ASDA: 0 ft
	LDA: 4,463 ft	LDA: 0 ft
RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 90/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 89/Day | Military: N/A
Runway 02-20 ARC	B-II	B-II
RW 02 Approach Visibility Minimums	1-1/4 MILE	1-1/4 MILE
RW 20 Approach Visibility Minimums	Visual	Visual
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft

	ASDA: 4,000 ft	ASDA: 4,000 ft
	LDA: 3,215 ft	LDA: 3,215 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 3,952 ft	ASDA: 3,952 ft
	LDA: 3,952 ft	LDA: 3,952 ft
Taxiway A ADG	II	II
Taxiway B ADG	II	II (PARTIAL CLOSURE)
Taxiway C ADG	II	II (PARTIAL CLOSURE)
Taxiway D ADG	II	II (PARTIAL CLOSURE)
Taxiway E ADG	II	II
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Taxiway B Reconstruction and Runway 7-25 Pavement Removal	
Phase	Phase I - Work Area “F”. (See Section 3.2 for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Includes all airfield work necessary to apply taxiway and runway final paint markings.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
Runway 11-29 ARC	B-II	B-II
RW 11 Approach Visibility Minimums	VISUAL	VISUAL
RW 29 Approach Visibility Minimums	1-MILE	1-MILE
Runway 11 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
Runway 29 Declared Distances	TORA: 4,319 ft	TORA: 4,319 ft
	TODA: 4,319 ft	TODA: 4,319 ft
	ASDA: 4,319 ft	ASDA: 4,319 ft
	LDA: 4,319 ft	LDA: 4,319 ft
RW 07 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
RW 25 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: 0/day | GA: 60/day | Military: 0/day
Runway 07-25 ARC	B-II	B-II
RW 07 Approach Visibility Minimums	1-MILE	1-MILE
RW 25 Approach Visibility Minimums	1-MILE	1-MILE
Runway 07 Declared Distances	TORA: 5,000 ft	TORA: 4,856 ft
	TODA: 5,000 ft	TODA: 4,856 ft
	ASDA: 4,853 ft	ASDA: 4,606 ft

	LDA: 4,518 ft	LDA: 4,856 ft
Runway 25 Declared Distances	TORA: 5,000 ft	TORA: 4,856 ft
	TODA: 5,000 ft	TODA: 4,856 ft
	ASDA: 4,763 ft	ASDA: 4,856 ft
	LDA: 4,463 ft	LDA: 4,565 ft
RW 02 Average Aircraft Operations	Carrier: N/A | GA: 60/Day | Military: N/A	Carrier: N/A | GA: 60/Day | Military: N/A
RW 20 Average Aircraft Operations	Carrier: N/A | GA: 59/Day | Military: N/A	Carrier: N/A | GA: 59/Day | Military: N/A
Runway 02-20 ARC	B-II	B-II
RW 02 Approach Visibility Minimums	1-1/4 MILE	1-1/4 MILE
RW 20 Approach Visibility Minimums	Visual	Visual
Runway 02 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 4,000 ft	ASDA: 4,000 ft
	LDA: 3,215 ft	LDA: 3,215 ft
Runway 20 Declared Distances	TORA: 4,000 ft	TORA: 4,000 ft
	TODA: 4,000 ft	TODA: 4,000 ft
	ASDA: 3,952 ft	ASDA: 3,952 ft
	LDA: 3,952 ft	LDA: 3,952 ft
Taxiway A ADG	II	II
Taxiway B ADG	II	II
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

3.3.02 Mitigation of effects

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Owner's Representative. Any required NOTAM's to be issued will be sent through the Owner's Representative and issued by Owner or the ATCT Personnel.

i. **Temporary Changes to runway and/or taxiway operations:**
Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown Construction Safety and Phasing Plan Drawings. In addition, required NOTAMs shall be issued on the various temporary changes to aircraft access through the affected areas.

ii. Detours for New Smyrna Beach Fire Department (NSBFD) and other airport vehicles:

The project work site shall remain open to all NSBFD vehicles in emergency situations. The contractor is required to maintain access in and around the project work area for all NSBFD vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.

iii. **Maintenance of essential utilities:**

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation. Any locations provided by the Owner are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation.

iv. Temporary Changes to air traffic control procedures:

Changes to air traffic control procedures have been coordinated with the airport and ATO. Any additional requests for changes must be made to the Owner, through the Engineer, in writing. These requested changes will be reviewed by the Engineer, Owner and ATO. If these changes are acceptable to all the aforementioned parties, the Engineer will request a modification to the CSPP previously submitted to the FAA. The Contractor shall plan on a minimum 60 days for this process to be completed. No deviation to the original CSPP shall be made without final FAA approval.

3.4 PROTECTION OF NAVIATIONAL AIDS (NAVAIDS)

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required.

During Work Area A, Runway 11-29 PAPIs and REILs will be out of service.
During Work Area B and E, Runway 7-25 PAPIs and REILs will be out of service.

Individuals responsible for coordinating when each shutdown occurs and when each facility will be out of service are the Contractor, Owner, and Engineer.

Protection of NAVAIDS will be in accordance with sections 3.2 Coordination, 3.10 Notification of Construction Activities, 3.12 Underground Utilities, and 3.15 Runway and Taxiway Visual Aids of this document.

3.5 CONTRACTOR ACCESS

This section of the CSPP details the areas to which the Contractor must have access, and how Contractor personnel will access those project work areas.

3.5.01 Location of Stockpiled Construction Materials. The Contractor shall store material and equipment and schedule their operations for work to be done so that no unauthorized interference to normal Airport operations will result. Construction operations shall not be conducted in a manner to cause interference with Airport Operations.

Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the contractor staging areas as shown on the Construction Safety and Phasing Plan Drawings (Appendix 1) unless otherwise approved by the Engineer.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses. Stockpiled material may not exceed 25 feet in height.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways or allowed to penetrate any of the protected airspace.

Spoil and Disposal Areas: Spoil shall be disposed of offsite by the contractor unless otherwise shown or specified. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

Location of stockpiled construction materials shall be in accordance with sections 3.6 Wildlife Management, 3.7 Foreign Object Debris (FOD) and 3.17 Hazard Marking and Lighting of this document.

3.05.02 Vehicle and Pedestrian Operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).

The airport Owner will coordinate requirements for vehicle operations with the affected airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated contractor staging area and any other required area under construction. Use of alternate haul routes or staging areas by the contractor shall not be permitted without prior notification and approval by the Owner's Representative.

i. **Construction Site Parking:** The Contractor's personal vehicle parking area shall be outside of the airport security fence as shown on the Construction Safety and Phasing Plan drawings (Appendix 1).

   A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Owner. Upon completion of work, the Contractor's staging area shall be removed, and the area cleaned and restored to original or better condition.

ii. **Construction Equipment Parking:** The Contractor's equipment storage area shall be in the contractor staging area as shown on the Construction Safety and Phasing Plan drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 25 feet. Maximum allowable equipment height in the work areas shall be 25 feet.

   Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example,

overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT, as applicable, to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids.

iii. **Access and Haul Roads:** The Contractor shall clear, construct, and maintain haul routes as required for the execution of the work. The haul routes and access points shall only be in the locations approved by the Engineer and the Owner or as shown on the Construction Safety and Phasing Plan drawings (Appendix 1).

Access or haul routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. The Contractor shall fully describe the appropriate access routes to all their employees, subcontractors, and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. All non-paved areas that are disturbed by Contractor's haul roads, staging area, etc., located outside of the seeding/sodding limits shown on the plans shall be re-seeded/re-sodded and restored to their original or better condition by the Contractor at no additional cost to the Owner.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety and Phasing Plan drawings (Appendix 1) or designated by the Owner or Engineer.

The Contractor shall always maintain all haul routes and work areas in a dust free condition. The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the Engineer. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by the Engineer. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required. Application of water on dirt or gravel haul routes must be provided as often as necessary. Haul roads in any airport traffic areas must be

especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

The existing perimeter roads and access roads shall remain open and accessible for airport personnel at all times. Special attention must be given to ensure that if construction traffic is to share or cross any NSBFD routes, that fire department vehicles right of way is not impeded at any time, and that construction traffic on haul roads do not interfere with NAVAIDs or approach surfaces of operational runways.

Portions of the project area(s) shall be bounded by the low-profile barricades identifying Contractor personnel and vehicle area operation limits. The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are also provided graphically in the attached exhibits.

iv. **Marking and Lighting of Vehicles:** When any vehicle or piece of equipment, other than one that has prior approval from the Owner, must operate on an airport, it shall be escorted and properly identified.

The Contractor shall limit access within the airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dashboard placard permit issued by the Owner or an identification sign on both sides of the vehicle containing the Contractor's company name. Private vehicles of the Contractor's personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares and shall be replaced by the contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Owner's Representative.

v. **Description of Proper Vehicle Operations:** The Contractor shall be required to follow guidance on the additional identification and control of

construction equipment per the Airport's Security Plan. No Contractor vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor's vehicles and equipment shall always yield to aircraft.

vi. Required Escorts: Escorts are not required.

All construction-related activity taking place within any airport defined movement area requires radio communication with the FAA control tower or UNICOM unless prior approval is obtained from Airport Operations. Spotters and/or flaggers having radio or telephone contact with the Airport or Tower may be used with the approval of the Engineer.

At no time shall active taxiways or taxi lanes be crossed by construction equipment without notification and proper approval/clearance from radio-trained gate guards or Airport Operations.

vii. Training Requirements for Vehicle Drivers:
The New Smyrna Beach Municipal Airport requires driver training for entry in to the airport movement area. No badging is required. It is the responsibility of the Contractor to ensure that all employees that are permitted to drive on the airfield have the correct training and competency to operate a vehicle on an active airfield and communicate with the ATCT personnel as needed. The Owner, Engineer, and ATCT personnel reserve the right to ban any and all personnel or employees from driving on the airfield, with or without cause.

viii. Situational Awareness: Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all time, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations.

ix. **Two-way Radio Communication Procedures:** Two-way radio communications are required between Contractors and the Airport Traffic Control Tower. Vehicular traffic located in or crossing an active movement area shall have a working two-way radio and/or be directed by a flag person in radio contact with the Airport Traffic Control Tower. Prior to proceeding into the active movement area, all drivers shall confirm through personal observation that no aircraft is approaching the vehicle position. Construction personnel may operate in movement areas without two-way radio communication provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

The Contractor shall comply with proper radio usage, including read back requirements and proper phraseology including the International Phonetic Alphabet. Failure to abide by these requirements may result in revoked driving privileges.

x. **Maintenance of the Secured Area of the Airport.** Owner and Contractor must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals, or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

3.5.03 Security. In general, security in the construction area is the responsibility of the Contractor.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Owner for any breach of security. No gate shall be left open. Owner and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates shall be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Contractor shall be required to maintain security and comply with the Transportation Security Administration Security Rules and Regulations throughout the duration of the project. The Contractor and the Surety shall indemnify and save harmless the Owner, Engineer and third party or political

subdivision from any and all breaches of security and shall indemnify the Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work. Such breaches of security are subject to fines by the Transportation Security Administration of up to ten thousand dollars ($10,000) per incident.

3.6 WILDLIFE MANAGEMENT. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.

b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.

c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.

d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).

e. **Disruption of existing wildlife habitat.** Gopher Tortoises are known to be on-site and in the vicinity of the project area. Provisions have been made in the Contract to allow the Contractor time to conduct a survey of the site to locate and identify existing gopher tortoise burrows within and around the active work areas. If impacts to existing burrows or habitat cannot be avoided, the Contractor shall be required to apply for and obtain the proper permits and approvals to relocate the tortoises either on site or off site as needed. Protection, removal, and relocation of Gopher Tortoises is the sole responsibility of the Contractor. Failure to protect endangered species on Airport Property will result in fines and penalties from the authorities having jurisdiction over the work. The Owner and Engineer shall not be held liable for failures to identify and protect existing burrows or tortoises.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the Engineer and Owner should any wildlife congregation be noted, and in particular if mammals enter the airport through the construction gate.

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an airport environment. Waste and loose materials, commonly referred to as FOD, can cause damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. FOD control and monitoring methods shall be in accordance with AC 150/5370-2 (Operational Safety on Airports during Construction "latest edition"). The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chain-link enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Owner's Representative and Air Traffic Control Manager.

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also require special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate Material Safety Data Sheets (MSDS) and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with Florida Fire Prevention Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Owner and the Engineer, the St. Johns River Water Management District, and the Environmental Protection Agency.

Contractor shall abide by the specific requirements contained in the Technical Specifications

of this contract.

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

3.9.01 Maintenance of a List of Responsible Representatives/Point of Contact. A list of responsible representatives and points of contact shall be created by the Engineer, the Airport, and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the Engineer.

3.9.02 Notices to Airman (NOTAM). Only the Owner may initiate or cancel NOTAMs on airport conditions and is the only entity that can close or open a runway or taxiway. The Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the Owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport manager and the airports duly appointed construction management representative. Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

3.9.03 Emergency Notification Procedures. In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor’s personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties.

3.9.04 Accidents. The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death,

personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claims.

3.9.05 Coordination with NSBFD Personnel. The contractor shall coordinate, through the duly appointed airport representative, with NSBFD personnel, mutual aid providers and other emergency services if construction requires the following:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The re-routing, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

3.9.06 Notification to the FAA.

Part 77. Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460- 1, Notice of Proposed Construction or Alteration is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been completed and submitted by the Airport Owner/Engineer for using equipment with a maximum height of 25 feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment which the Contractor will use which is taller than the equipment used in the above 7460- 1 submission. The Engineer will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment, including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used.

Part 157. With some exceptions, Title 14CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the Owner notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing

Area Proposal, to the nearest FAA Airports Regional or District Office.

NAVAIDS. For emergency (short notice) notification about impacts to both airport-owned and FAA-owned NAVAIDs, contact: 866-432-2622.

1. **Airport owned/FAA maintained**. If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

2. FAA owned. The Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the Engineer, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days' notice to schedule the actual shutdown.

3.10 INSPECTION REQUIREMENTS.

3.10.01 Daily (or more frequent) inspections. Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor's required inspections, Owner may inspect the construction site three (3) times a day to ensure compliance with the CSPP. The Owner's Representative will have full-time inspectors monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3.10.02 Inspecting Areas re-opened to aircraft traffic. Prior to re-opening any areas to air traffic, the contractor shall ensure all work is complete and equipment and materials have been vacated from the area. All work areas shall be thoroughly cleaned, swept, and checked for FOD. Once completed, the Owner/Engineer shall review, inspect, and approve all areas for re-opening to air traffic.

3.10.03 Final inspections. A final inspection with the Owner's Representative, Airport and Contractor will take place prior to allowing airport operations.

3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at their own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Owner and the Engineer do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide their own means of detection. The only case in which the Engineer will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the Engineer will work with the Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the Engineer will consider re- design or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

Note that Sunshine 811 services do not include locating FAA and Owner facilities. However, the Contractor is still responsible for locating and protecting all existing utilities within the adjacent to the work areas and staging areas. Damage to existing utilities shall be repaired at the Contractor's expense and the repairs shall be completed in accordance with AHJ requirements.

Contact information for all utility owners will be provided for each company/agency.

3.12 PENALTIES.

Failure on the part of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non- compliance violations may be prohibited from

working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

3.13 SPECIAL CONDITIONS.

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any NSBFD or other emergency or rescue vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Construction Safety and Phasing Plan drawings.

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

3.14.01 General. Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Marking and lighting for a temporary threshold is not required.

Barricades, flagging, and flashers are required at the locations and times described in the subsection titled 3.2 Phasing shall be supplied by the Contractor. All Lighted Closed Runway Markers shall be provided by the Contractor and maintained by the

Contractor for the duration of this project.

3.14.02 Markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.

3.14.03 Lighting and visual NAVAIDs. All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe.

3.14.04 Signs. Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition. Airfield signage will be installed and/or replaced/retrofitted along impacted taxiways and taxi lanes.

3.14.05 Maintenance of Airport Lighting. All existing airfield lighting circuits shall be maintained in full operation throughout the period of this Contract. Where disconnections are required, such work shall be scheduled at such times and in such a manner as approved by the Owner. The Contractor is required to allow the full use of airfield lighting circuits in open movement areas during night operations and during periods of low visibility. The Contractor shall provide such temporary lights and cables as required to maintain full use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be delineated with stakes and flagging at the direction of the Engineer.

All circuits in the vicinity of the work area shall be tested prior to, during and after construction. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits as specified below. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental and shall be at the sole expense of the Contractor. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. If damaged by the Contractor's activities, the Contractor shall be required to repair/replace at their own cost. The conductors

shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

The test equipment for insulation resistance shall be an insulation resistance tester (1,000V megger) with a digital readout. The instrument shall provide a 500-volt test for insulation resistance with a meter range of 0 to 500 megohms. The Contractor shall test, demonstrate, and record to the satisfaction of the Engineer the following:

1. **Test Requirements Prior to Construction.**
   a. Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the Engineer and the Owner.
   b. Provide a copy of the test results to the Engineer and the Owner.
   c. Check that all circuits are properly connected in accordance with applicable wiring diagrams.

2. **Test Requirements During Construction.** Circuit testing during construction shall be as directed and witnessed by the Engineer when the Contractor is working on existing circuitry or excavating adjacent to or near existing circuitry. Circuit testing during construction will not be required during the times when the Contractor's operations do not affect existing airfield lighting circuitry. It is the intent of this section to ensure that airfield lighting circuitry remains operational throughout the duration of the Contract.

   a. Test all circuits within the work area for continuity and insulation resistance to ground at the electrical building, prior to energizing any circuit.
   b. Ensure that all circuits within the work area are operational, prior to the Contractor leaving the project at the end of the workday. Specific times for circuit checks will be determined by the Engineer relative to the Contractor's work hours each day.
   c. Segment test new non-grounded series circuits during installation. Length of cable segment tested shall not have more than five (5) splices, light units and/or electrical equipment between the ends being tested. Insulation resistance to ground shall be not less than 500 megohms.
   d. Ensure that the insulation resistance to ground of each segment of new non-grounded conductors of multiple conductor circuits is not less than 500 megaohms.
   e. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes or equipment. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement. Ground rods testing higher than 25 ohms shall have a minimum extension of ten (10) feet of ground rod added, driven to the proper elevation and re-tested. Extensions shall be attached by exothermic methods and re-testing performed until the tests show 25 ohms resistance or less. Tests shall not be performed within 72 hours after a rainstorm has ended or when standing water is present around the ground rod.

f. Ensure that all circuits are properly connected in accordance with applicable wiring diagrams.
g. The Contractor shall test all circuits within the work area for continuity after backfilling cable trenches. The reading shall be logged and provided to the Engineer prior to payment of cable items.
h. Provide a copy of all test results to Engineer and Owner on a daily basis.

3. **Test Requirements at the Completion of the Project.** The Contractor shall test and demonstrate to the satisfaction of the Engineer the following:
   a. Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the Engineer and the Owner.
   b. That all original lighting power and control circuits are continuous and insulation resistance to ground is not lower than before construction.
   c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
   d. That all affected circuits (existing and new) are free from unspecified grounds.
   e. That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.
   f. That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.
   g. That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.
   h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

The Contractor shall be responsible for maintaining an insulation resistance of 50 megohms minimum, with isolation transformers connected, in new circuits and new segments of existing circuits through the end of the contract warranty period.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

3.16 HAZARD MARKING AND LIGHTING.

3.16.01 Purpose. Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.

3.16.02 Equipment. Low Profile Barricades of the type detailed in the project drawings with red omnidirectional flashing lights shall be placed outside the safety area of intersecting taxiways at the edge of the closed airfield surfaces and the project work limits. All Low-Profile Barricades placed throughout the project shall be interlocked. Layout locations for this equipment are as shown on the Construction Safety and Phasing Plan drawings and attached exhibits, reference Appendix 1.

Plastic Drum Type Barricades of the type detailed in the project drawings with omnidirectional flashing lights shall be placed. Layout locations for this equipment are as shown on the Construction Safety and Phasing Plan drawings and attached exhibits, reference Appendix 1.

The Contractor shall have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person's information with the Owner. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION.

Prior to starting any night work, a temporary lighting plan shall be submitted by the Contractor to the Engineer for review and approval. Night work shall only be permitted if approved by the Engineer and the Owner. Any proposed night work is required to have any and all necessary lighting equipment to adequately illuminate the indicated work area. Construction lighting should be positioned to cast the most natural color illumination and contracts with a minimum of shadows. Any construction lighting and light towers used during nighttime construction must be removed from the construction site when the area is reopened to aircraft operations. It is the contractor's responsibility to provide the necessary lighting required to finish any proposed night work. No additional compensation or claims shall be made to execute night work. Additionally, this project is intended to be constructed in "1 shift per day" not to exceed 12 hours, without approval from the Engineer. Should the Contractor desire to perform night work, the RPR/Engineer/Inspector shall be permitted time to adjust schedules. No work shall be allowed for 24 hours prior to the start of night work, and no work shall be permitted 24 hours after the completion of night work to allow time for onsite staff to adjust sleep schedules. No additional time shall be granted to the Contractor for these stoppages. The Contractor shall be required to factor these time limitations into their schedule of work.

3.18 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

3.18.01 Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	Aircraft Design Group	RSA Distance from Centerline		RSA Width	RSA Length from End of Runway
11-29	B-II	75 ft.	200 ft.	150 ft.	300 ft. Overrun
7-25	B-II	75 ft.	200 ft.	150 ft.	300 ft. Overrun
2-20	B-II	75 ft.	200 ft.	150 ft.	300 ft. Overrun

No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Hold line must be approved by the Airport prior to starting work.

The Owner must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas. There shall be no stockpiled materials or equipment stored within the limits of the RSA.

There shall be no stockpiled materials or equipment stored within the limits of the RSA.

After the Runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

3.18.02 Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	Aircraft Design Group	ROFA Distance from Centerline	ROFA Width	ROFA Length from End of Runway
11-29	B-II	250 ft.	500 ft.	300 ft. Overrun
7-25	B-II	250 ft.	500 ft.	300 ft. Overrun
2-20	B-II	250 ft.	500 ft.	300 ft. Overrun

3.18.03 Taxiway Safety Area (TSA). The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
All	B-II	39.5 ft.	79 ft.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The Owner must coordinate any adjustment of TSA dimensions, to meet the above

requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

After the Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

3.18.04 Taxiway Object Free Area (TOFA). Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

- Appropriate NOTAMs are issued.
- Marking and lighting meeting the provisions above are implemented.
- Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
All	B-II	62 ft.	124 ft.

Taxilane	Aircraft Design Group	TLOFA Distance from Centerline	TLOFA
All	B-II	55 ft.	110 ft.

3.18.05 Obstacle Free Zone (OFZ). Construction personnel, material, and/or

equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

3.18.06 Runway approach/departure surfaces. All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the Owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
11	B	II	200 ft.	20:1 to threshold
29	B	II	200 ft.	20:1 to threshold
7	B	II	200 ft.	34:1 to threshold
25	B	II	200 ft.	20:1 to threshold
2	B	II	200 ft.	34:1 to threshold
20	B	II	200 ft.	20:1 to threshold

3.19 OTHER LIMITATIONS ON CONSTRUCTION.

Prohibitions. The following prohibitions are in effect for the duration of this project:

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

2. No use of open flame welding or torches unless fire safety precautions are provided, and the Owner has approved their use.

3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.

4. No use of flare pots within the AOA.

Restrictions.

1. Construction suspension required during specific airport operations – Not Applicable

2. Areas that cannot be worked on simultaneously – Work areas shall be completed in accordance to Section 3.2.b – Construction Work Phasing Requirements.

3. Day or night construction restrictions – Night work shall not be allowed unless approved by the Engineer/Owner.

   Equipment for nighttime lighting of construction areas shall be sufficient to adequately illuminate the work area in order to ensure quality construction. The lights shall be positioned to provide the most natural color illumination and contrast with a minimum of shadows. Lighting pavements from both sides is considered preferable as lighting from only one side can result in objectionable shadows. Light towers shall be positioned and adjusted to aim away from ATCT cabs, active runways, and active taxiways to prevent blinding effects. The Contractor shall prepare a plan showing the locations, heights and aiming points of light towers for review by the Owner, Engineer and ATCT personnel. The final location and aiming of light towers shall be determined by trial, therefore, the Contractor must be aware that several attempts at locations and aiming angles may be necessary before the light towers can be operational. Light towers shall be removed from the construction site prior to opening the pavement to aircraft operations. It is recommended that all equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their location. Unless provided for elsewhere, the cost of nighttime lighting of construction areas shall be considered a subsidiary and incidental part of construction and as such, the Contractor shall include all costs associated with nighttime lighting of construction areas in the various pay items of work involved. Where work on this Contract is not scheduled for night work and the Contractor requests and receives permission to work at night, there will be no additional compensation allowed for the extra costs associated with night work.

4. Seasonal Construction Restrictions – Not Applicable

APPENDIX 1

CONSTRUCTION SAFETY AND PHASING PLAN DRAWINGS

APPENDIX 2

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety Area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovers holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the contractor may use to aid in identifying and correcting potentially hazardous conditions.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			☐
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			☐
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			☐
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			☐
Tall and especially relatively low visibility units (that is, equipment with slim profiles) –cranes, drills, and similar objects—located in critical areas, such as OFZ and approach zones.			☐
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on an apron, open taxiway, or open taxi lane or in related safety, approach, or departure area.			☐

Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		☐

Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of			☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			☐
Obliterated or faded temporary markings on active operational areas.			☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			☐

Lack of radio communications with construction vehicles in airport movement areas.		☐
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		☐

Item	Action Required	or	None
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			☐
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			☐
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring and place it in conduit or bury it.			☐
Site burning, which can cause possible obscuration.			☐
Construction work taking place outside of designated work areas and out of phase.			☐

SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement**.**

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty

Term	Description
	daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Term	Description
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

a. Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

b. In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **fourteen (14)** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.

n. Additional closeout documentation as requested by the Engineer.

END OF SECTION 90

SPECIAL PROVISIONS

ITEM SP-100 GENERAL PROVISIONS AND REQUIREMENTS FOR ELECTRICAL WORK

GENERAL

100-1.1 SPECIAL REQUIREMENTS FOR ELECTRICAL WORK.

a. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

100-1.2 AUXILIARIES AND ACCESSORIES.

a. Include all auxiliaries and accessories for a complete, fully functional and properly operating system in accordance with the Contract Documents.

b. Provide and install all electrical systems and any necessary appurtenances as per Federal Aviation Administration (FAA) Advisory Circulars and FAA Orders, NFPA 70 - National Electrical Code (NEC), federal, state and local codes whether specified or shown in the Contract Documents or not. The content of the Contract Documents in general only refers to work required above and beyond the requirements of the FAA, NEC and applicable federal, state and local codes.

100-1.3 PROJECT PAY ITEMS.

a. The project pay items are provided to be inclusive of all work to be performed as shown in the Contract Documents. All work not identified with a specific pay item shall be considered required work to complete the project and shall be considered subsidiary to the cost of the project pay items provided.

100-1.4 CONTRACTOR EXPERIENCE.

a. All Contractors used to perform work of this contract shall be licensed to perform electrical work in the state in which the project is located at the time bids are submitted. At least one member (qualifier) of the electrical contracting firm shall hold a state certified (unlimited, unrestricted) electrical contractor’s license.

100-1.5 EXPERIENCE AND SUPERVISION OF CONTRACTOR PERSONNEL.

a. Provide a resident on-site electrical supervisor to manage work at the job site whenever electrical work is being performed or affected. Electrical work is defined as any work described, included, depicted or contained within the L-XXX specification series, SP-XXX specification series, E- series drawings, and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

b. When work is being performed within the Aircraft Operations Area, the on-site supervisor shall also be within the Aircraft Operations Area, except for incidental absences. Incidental absences shall not exceed 45 minutes in length. The Contractor is encouraged to keep the same on-site supervisor(s) from commencement to completion of work.

c. Each on-site supervisor shall have a minimum of 5 years (2,000 hours per year) of successful supervisory experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. On-site supervisor shall be certified as a "Qualified Person". The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor's Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. On-Site supervisor may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of on-site supervisor's experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed on-site supervisor has completed the required electrical experience. Only on-site supervisors whose experience records have been confirmed by the Engineer shall supervise work. Work shall not start prior to approval of the on-site supervisor, unless under the direct supervision of the Contractor's Electrical License qualifier. Multiple certified on-site supervisors may be required to support multiple shifts or around the clock activities.

d. If at any time the Resident Project Representative (RPR) believes that work is being performed without the presence of an on-site supervisor, the RPR will request that the workman in question demonstrate that the on-site supervisor is present. If the on-site supervisor's presence cannot be verified within 45 minutes the RPR may direct the Contractor to suspend work until proper supervision is made available. The Contractor shall not be remunerated for costs associated with suspension of work under these conditions.

e. It is agreed and understood that, if requested in writing by the RPR, the Contractor shall replace any on-site supervisor with another meeting the required qualifications within seven (7) days of receipt of request.

f. Electricians are tasked with installing raceways and fittings; electrical distribution and supply equipment, pulling, splicing and terminating wire/cable; grounding, lightning protection, installing light bases, light fixtures; connecting signs; performing electrical testing or other work contained in the Contract Documents or as described in 1.5(A) above. Electricians performing work shall have a minimum of 4 years (2,000 hours per year) of successful experience either constructing or maintaining airfield lighting systems and shall be certified a "Qualified Person". A copy of each Electrician's experience shall be submitted to the RPR. Each electrician's experience submittal shall comply with the above requirements. An apprentice/helper/laborer may assist the electrician with the above tasks as directed by the on-site supervisor. An electrician may supervise a maximum of four apprentices/helpers/laborers.

g. Electrical apprentices, helpers, laborers, shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor or electrician.

h. Other helpers, laborers, equipment operators, concrete workers and other crafts persons (skilled or unskilled) shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor and are not subject to the four person limitation in 1.5.f.

i. Any person who does not have the required experience or who demonstrates a lack of knowledge appropriate for the task they are performing shall be dismissed from the project for remainder of the contract.

SUMMARY OF WORK

100-2.1 GENERAL.

a. In support of this project this contract includes installation of airfield lighting, counterpoise, signage, power distribution, standby generator, lightning protection and other electrical work as shown in the Contract Documents. The above is not intended to be all inclusive but is provided as an aid to the Contractor. It is the intent of the Contract Documents that the Contractor is to furnish and install all materials and provide the necessary supervision, transportation, preparation, assembly, survey and installation of these materials, and for all labor, equipment, tools, incidentals, and appurtenances necessary to provide a fully functional and operational system as described by these Contract Documents. All items are new and unused unless specifically noted otherwise.

100-2.2 RECORD DOCUMENTS.

a. The Contractor shall maintain the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process per Item SP-106. These shall be available to the RPR for examination.

100-2.3 ENGINEERING OBSERVATIONS.

a. Items noted by Engineer during construction and before final acceptance, which does not comply with the Contract, will be listed in accordance with the general conditions. These items will be sent to the Contractor for action. The Contractor shall have these items corrected.

b. The Contractor shall check items noted after acceptance during the warranty/guarantee period in the same manner as above.

100-2.4 EXISTING CONDITIONS.

a. Investigate site thoroughly and reroute all conduit/duct and wiring in area of new construction in order to maintain continuity of existing circuitry. Existing conduit/duct shown in the Contract Documents show approximate locations only. Contractor must verify and coordinate existing site conduit/ducts, wiring and piping. The bids shall include hand digging and all required rerouting in areas of existing conduit/ducts and/or pipes.

b. Check site and existing conditions thoroughly before bidding. Advise Engineer of discrepancies or questions noted. If any difference is discovered between the existing conditions and the Contract Documents, the Engineer shall be notified in writing immediately.

c. The Electrical Contractor shall investigate all existing systems within the construction limits and complete the performance verification prior to the beginning of any work, which could affect these existing systems.

d. Advise Engineer in writing of all deficiencies in existing system(s) prior to work. All systems will be assumed to be fully operational if written notification is not received by Engineer prior to work on system.

e. The work involved is in connection with existing systems/facilities, which must remain in operation while work is being performed. Work must be done in accordance with the schedule specified in the Contract Documents. Schedule all work to minimize the period when systems are inoperable. Request written permission and receive written approval from Engineer a minimum of 2 weeks in advance of any shutdown of existing systems. (FAA requires 45 days minimum notice.) Perform work required at other than standard working hours where outages cannot be accepted during regular working hours. Protect existing buildings and equipment during construction as required.

f. There may be piping, fixtures or other items, which must be removed or relocated in order to perform the alteration work. All conduit/duct, wiring, boxes, etc. that do not comply with the Contract Documents shall be removed or corrected to comply with the Contract Documents. All unused conduit/duct not removed shall be identified and a pull line shall be installed. Bid shall include all removal and relocation required for completion of the alterations and the new construction.

g. Special attention is directed to relocation of the existing power conduits and duct bank and communication systems. Cable counts, location, and function must be field verified before starting work.

h. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities. This requirement assumes that existing items comply with current codes and standards.

100-2.5 SYSTEMS WARRANTY.

a. The work required under this division shall include a one (1) year warranty from the date of final acceptance unless required otherwise by the Contract Documents. This warranty shall be by the Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective workmanship or material for a period of one (1) year (or greater if noted in the Contract Documents) from the date of final acceptance of the system. This warranty shall not include light bulbs in service after one (1) month from date of substantial completion of the system. Explain the provisions of the warranty to the Owner during project close out.

b. In accordance with EB-67D, Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures; all LED light fixtures with the exception of obstruction lighting (AC 150/5345-43) shall be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics. This warranty shall be by the

Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective LED fixture workmanship or material for a period of four (4) years after date of installation.

100-2.6 SUBSTANTIAL COMPLETION.

a. All specified work shall be complete prior to final observation of work, and all forms and other information requested, including Operation and Maintenance Manuals, shall be submitted to the Engineer for approval one (1) week before the request for substantial completion of the work.

100-2.7 CONTRACTORS RESPONSIBILITIES.

a. Provide necessary layout, labor, material, equipment, tools, transportation, full time supervision and services required for the satisfactory and timely completion of the work in accordance with the Contract Documents.

b. Unload, store, protect and re-handle the materials required for this Contract until such time that material is in place. Provide protection of materials required of this contract after installation.

c. Provide all required transportation, erection, maintenance, dismantling and removal of temporary facilities and equipment required by this contract.

d. Provide all transportation, unloading, distribution, hoisting, rigging, material handling and scaffolding required installing the work of this contract.

e. Provide all engineering and layout required to perform the work from established base lines and benchmarks.

f. The Electrical Contractor shall coordinate the work of all the Electrical Contractors vendors and subcontractors to provide a fully functional and operating system.

g. Provide temporary electrical power and temporary water and sanitary sewer for this Contractor's field office, if required. Pay all utility company charges. Provide temporary power required for this Contractor's work.

h. Prior to start of work this Contractor is to inspect work performed by others on which this work is to be placed on or adjacent to, and report in writing to the Engineer, any condition found to be unacceptable. Failure to make said report shall constitute acceptance of the conditions found and any claims made thereafter due the unacceptable conditions will not be considered by the Engineer.

i. Provide all required coordination and supervision where work connects to or is affected by work of others and comply with all requirements affecting this work. Work required under other items of the Contract Documents to be performed by this Contractor shall be coordinated with the respective Contractor, and such work performed at no additional cost to the Owner including but not limited to electrical work in support of other trades as shown in the Contract Documents.

j. It is the responsibility of the Contractor to coordinate the exact required location of any electrical or electronic equipment, system, or cabinets to be installed or relocated. No existing equipment may be relocated without prior coordination and with approval of the Engineer.

k. Provide and pay for all permits, licenses, fees and inspections required for the performance of the work. The Contractor shall pay all sales, consumer, use and other taxes required in accordance with the law of the place of the project.

l. Provide all tests as required, per the Contract Documents and submit all test reports to the Engineer.

m. Provide all excavation, backfill, compaction, shoring and dewatering required for performance of the work.

n. Provide sleeves for all conduit/duct required as specified.

o. Protect all work of this Contract from damage and intrusion of dirt and foreign objects. Close off open ends of conduit/duct and sleeves on work, which is to be completed at a later date. Remove closure material prior to continuance of work.

p. Prior to Final Inspection, submit to the Engineer, all Record Drawings and Operation and Maintenance Manuals as specified. Instruct Owner's maintenance personnel in the operation and maintenance of the systems as required by the Contract Documents.

q. The above is not all inclusive of the work described by the Contract Documents, which form the basis for this Contract, but is presented for the Contractor's convenience.

100-2.8 EXISTING UTILITIES.

a. The Contractor is solely responsible for the location of all existing utilities within the project limits. Please refer to SP-104 for additional requirements.

b. The Contractor is solely responsible for the protection of all existing utilities within the project limits. All manholes, hand holes, light bases, conduits and ducts shall be kept tightly closed and sealed during all phases of construction. The items may be opened in support of the work but shall be resealed or closed or covered immediately upon completion of the specific task that required them to be opened.

BASIC MATERIAL & METHODS

100-3.1 REQUIREMENTS OF BASIC MATERIALS AND METHODS.

a. The work shall include the furnishing of the systems, equipment and material specified in this Division and as called for in the Contract Documents, to include supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation. Provide the necessary inter-trade/Contractor coordination for the installation to be in a neat and work person like manner.

b. Drawings for the work are diagrammatic, intended to convey the Scope of the Work and to indicate the general arrangement and locations of the work. The drawings shall not be

scaled for exact sizes or locations. Because of the scale of the drawings, certain basic items such as: conduit/duct fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other items or where they are required for proper installation of the work, such items shall be included. Coordinate final equipment locations with governing architectural, civil and structural drawings as applicable. Layout equipment before installation so that all trades may install equipment in the space available.

c. Equipment Specifications may not deal with minute items such as components, parts, controls and devices, which may be required to produce the equipment performance specified, or as required to meet the equipment warranties. Where such items are required, the Contractor/Supplier of the equipment shall include them, whether specifically called for or not.

d. Conduit/duct routed through the building/structure that interferes with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit/duct, and fixtures shall fit into available spaces in the building/structure; do not introduce these into the building/structure at such times or in such manner as to cause damage to the structure. Equipment that requires servicing shall be readily accessible.

e. Locate all openings required for work performed under this item. Provide sleeves, guards or other acceptable methods to allow passage of items installed under this item.

f. Keep cutting and patching to a minimum. Insofar as possible, determine in advance the proper chase size and openings necessary for the work.

g. Where cutting and patching are required due to an error of the Contractor, or where the Contractor has not given enough advance notice of the need for holes, recesses, and chases, patching shall be performed by those trades skilled in the use of the materials involved and shall be done at the Contractor's expense.

h. Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

i. The location of electrical work is indicated on the drawings. The Engineer may adjust exact locations of new work as work progresses. Before any item is installed, the indicated location may be changed by twenty-five (25) feet in any direction without additional cost.

j. All penetrations through roof, wall or floor shall maintain structure fire rating and environmental barriers. Any roof penetrations shall be made by a state licensed roofing Contractor and shall maintain any in place roofing warranty.

k. Surface mounted fixtures, outlets, cabinets, conduit/duct, panels, etc., shall have finish or shall be painted as directed by Engineer. Paint shall be in accordance with other applicable items of the Contract Documents.

l. All materials utilized shall be suitable for the environment encountered. No combination of materials shall be used that forms an electrolytic coupling of such nature that in the presence of moisture corrosion is accelerated.

m. In general, all relays, contactors, panelboards, dry type transformers, disconnect switches, and circuit breakers are to be supplied and manufactured by the same manufacturer and shall be submitted and accepted equivalent to that specified.

n. Where the requirements of another division, item, or part of these Contract Documents exceed the requirements of this division, those requirements shall govern.

o. Make electrical connections to regulators, transformers, instruments, mechanical equipment, controls and at other locations as required with approximately 3 feet (12" minimum) of liquid tight flexible metal conduit. Grounding type liquid tight flexible metallic conduit connectors shall be used. Determine the requirements from the Contract Documents and the accepted manufacturer drawings.

p. Provide inserts, hangers, supports, braces, and anchor bolts as necessary for all work called for under the Contract Documents.

q. Provide equipment grounding conductor in all conduit/ducts, for all circuits, except series airfield lighting.

r. All galvanized materials shall be hot-dip galvanized after fabrication, conforming to ASTM A-386 and/or A-153, unless noted otherwise (UNO).

s. Unless noted otherwise, all panelboards, junction boxes, wire ways, etc., shall be spaced off the concrete structure by using a Unistrut P-1060 series square washer or accepted equivalent between the mounting surface and the equipment at each mounting point. Equipment as listed above, mounted on Unistrut or accepted equivalent shall have Unistrut P-1060 series square washer, Unistrut P-28XX flat plate fitting or accepted equivalent installed between the Unistrut channel or accepted equivalent and the equipment at each mounting point.

t. All bolted connections and equipment mountings shall utilize two flat washers, lock washer and hex head bolting hardware, unless noted otherwise.

u. Unless noted otherwise, all wire sizes are based on a 90 Deg. C., THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

v. Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductor pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

w. All equipment enclosures, junction boxes, wire ways, pull boxes, etc. utilized in damp, wet or exterior locations shall be NEMA 4X stainless steel. All mounting channel, hardware, nuts, bolts, lock washers, etc. utilized in damp, wet or exterior locations shall be stainless steel.

x. All electrical conductors, windings, bus bars, etc. shall be high conductivity (98% conductivity) copper.

y. This Contractor shall furnish and install all required overcurrent protection required by the NEC and the Contract Documents. The overcurrent protection shall be sized according to the equipment nameplate data.

z. Powder-actuated fasteners will not be allowed without express written approval of the Engineer. No fasteners shall pierce the structure until accepted by the Engineer.

aa. Use Ideal NOALOX antioxidant compound or accepted equivalent on all aluminum to aluminum mechanical or electrical connections. Use Thomas and Betts KOPR-SHIELD or accepted equivalent on all rigid galvanized steel conduit connections and all copper grounding connections using mechanical lugs. Use an approved anti-seize compound on all bolted connections.

100-3.2 ELECTRICAL REFERENCE SYMBOLS.

a. Symbols used in the Contract Documents are defined in the Electrical Legend. Not necessarily will all symbols defined be applicable to the project.

100-3.3 ACTIVE SERVICES.

a. Existing active services, water, gas, sewer, electric, communication, jet fuel, etc. when encountered, shall be protected against damage. Do not prevent or disturb operation of active services, which are to remain. If active services are encountered which require relocation, make request to Authorities Having Jurisdiction (AHJ) for determination of procedures. Where existing services are to be abandoned, they shall be terminated in conformance with requirements of the AHJ, Utility or Municipality having jurisdiction.

100-3.4 CODES AND STANDARDS.

a. Install in accordance with latest edition of the National Electrical Code and the regulations of governing Federal, State, County, local and other applicable codes, including the Utility Companies. Where a conflict in code requirements occurs the most stringent requirement shall govern. The Contractor shall be responsible to obtain and pay for all required licenses, fees and inspections including meter installation fee. The cost for such shall be included in the bid price.

b. The work shall meet the requirements and recommendations of applicable portions of the latest editions of these laws, codes and standards:

1. OSHA 1910 & 1926
2. NFPA 70, National Electrical Code
3. NFPA 70E, Standard for Electrical Safety in the Workplace
4. NFPA 101, Life Safety Code

5. NFPA 409, Standard on Aircraft Hangars
6. NFPA 780, Standard for the Installation of Lightning Protection Systems (UL 96, UL 96A)
7. FAA Advisory Circulars, Engineering Briefs and Orders
8. Applicable local building code
9. Florida Building Code Project State Specific
10. ANSI C2, National Electrical Safety Code
11. NEMA Standards (NEMA)
12. Underwriter's Laboratories (UL)
13. Institute of Electrical and Electronics Engineers (IEEE)
14. FDOT - Standard Specifications for Road and Bridge Construction Project State Specific
15. FDOT – Design Standards Index Project State Specific
16. AWS D1.1, Structural Welding Code – Steel
17. Merriam-Webster Dictionary

The above is not all inclusive of applicable codes and standards but is presented for the Contractors convenience.

The advisory circulars are available online at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list?display=current&q=

100-3.5 LISTED AND LABELED.

a. All materials shall be new and free of defects and shall be U.L. listed, bear the U.L. label or be labeled or listed with an accepted, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards. All U.L. listed material shall be used only for the intended purpose.

100-3.6 UTILITY COMPANY FEES, CHARGES, AND COSTS.

a. It is the Contractor's responsibility to contact the applicable Utility Company(s) to determine if any fees, charges or costs will be due the Utility Company(s) as required by the Utility Company(s) for temporary power, installations, hook-ups, etc. This fee, charge or cost shall be included in this Contractor's price.

100-3.7 TESTING – QUALITY CONTROL.

a. Systems shall be tested by the Contractor, in the presence of the RPR, and placed in proper working order prior to demonstrating systems to the Owner. Refer to the requirements in each item for other applicable standards.

b. Provide all tests as required, per the Contract Documents and submit all test reports to the RPR. Costs of all testing shall be borne by the Contractor and shall be considered incidental to the respective pay item of the tested item. The Contractor shall perform all Quality Control in accordance with the Contract Documents and the Contractor’s Quality Control Plan General Conditions. The Owner will perform Quality Assurance/Acceptance.

c. After work is completed a load balance test shall be made to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected.

d. Perform such tests as required by AHJ over the site.

e. Testing methods shall be acceptable to the Engineer and shall be submitted to the RPR for review, a minimum of thirty (30) days prior to the scheduled test.

100-3.8 LAMINATED PHENOLIC PLASTIC NAMEPLATES.

a. Contractor shall provide nameplates for wiring systems and equipment as called for herein. All nameplates shall have beveled edges and one-half inch (1/2") lettering. If equipment is smaller than ten inches by six inches (10"x 6"), one-quarter inch (1/4") lettering may be used. Smaller lettering may be used with permission of the RPR.

b. Nameplates shall be laminated phenolic plastic, black front and back with white core, with lettering etched through the outer covering. White engraved letters on black background. Emergency systems shall use red front and back with white core for nameplates. Attach nameplates with stainless steel pop rivets, sealed with clear silicon caulk. Adhesive may be used only on panelboard interiors. Where conditions do not warrant piercing the enclosure "LOCTITE" brand adhesive or accepted equivalent may be used with permission of the RPR.

c. Coordinate nameplates with Contract Documents and submit 1 to 1 scale detail of all nameplates to RPR for review.

d. All electrical equipment, enclosures, pull boxes and all similar items in the sole opinion of the RPR shall be equipped with nameplates. Examples are all constant current regulators, motors, pushbutton stations, hand holes, pull boxes, junction boxes, manholes, control panels, system cabinets, terminal cabinets, time switches, disconnect switches, panelboards, circuit breakers, contactors, relays, high voltage boxes and cabinets. Special electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.

e. Nameplates shall adequately describe the function of the particular equipment involved. Where nameplates are detailed in the Contract Documents, inscription and size of letters shall be as shown. Nameplates for panelboards and switchboards shall include the panel designation, panel name, source(s) of power and voltage and phase of the supply. For example, "Equip YY, Panel A, fed from Panel XYZ, 480/277V, 3-phase, 4-wire." The unique name of a particular piece of equipment shall be used consistently on all nameplates referencing that particular piece of equipment. Equipment name/numbers utilized shall be consistent throughout the entire system. When equipment has multiple sources of power, all sources of power shall appear on the nameplate. Power source descriptions shall contain as a minimum the information listed above. Nameplates shall include as a minimum the following.

1. Equipment Number
2. Equipment Name
3. Power Source(s)
4. Voltage Level and number of phases (for each power source)

f. Panelboard and distribution panels shall have each breaker position identified with phenolic labels.

g. All major pull and junction boxes in service areas, tunnels, above accessible ceilings and in accessible chases shall have nameplates identifying the feeder or system. This shall include the access cover on lighting pole bases.

h. Systems with conductors exceeding 100 volts to ground shall have voltage identification nameplates with one-half inch (1/2") high letters on all panels, switches, pull boxes and junction boxes.

100-3.9 CONCRETE WORK.

a. Concrete bases and pads for all equipment furnished by Contractor shall be the responsibility of Contractor unless noted otherwise.

b. Furnish and install reinforced concrete pads for transformers, switchgear, and motor control centers, etc. of size as shown in the Contract Documents. Chamfer the top edges 1". Trowel all surfaces smooth, provide broom finish where noted. Reinforce the pads as shown in the Contract Documents.

c. Concrete equipment pads shall be installed by tradespersons skilled in concrete work. Equipment pads shall be level within one-eighth inch (1/8”) in 10 feet (10’). Equipment pads not meeting the previous requirements shall be removed and replaced at the Contractor’s expense.

d. The Contractor shall furnish all equipment anchor bolts and shall be responsible for their proper installation and accurate location.

100-3.10 EXCAVATING, TRENCHING AND BACKFILLING.

a. This Contractor shall do excavating necessary for light bases, underground wiring, conduit, duct banks and other underground work and shall backfill trenches and excavations after work has been inspected. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a footing, pad or other structural item. Where a line must pass under a footing, pad or other structural item the crossing shall be made by the smallest possible trench to accommodate the conduit/duct. Excavations shall be kept free from water. No greater length of trench shall be left open in advance of conduit/duct installation than that, which is authorized or directed by the RPR.

b. Roots shall be removed to a level of eighteen (18") below finished grades and deeper as required for conduit/duct runs, manholes and light pole bases. No roots shall be allowed to remain under the work.

c. Backfill about the work shall be placed, where practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed. Backfilling of conduit/duct lines shall progress as rapidly as the testing and acceptance of the finished items of the work will permit and shall be carried to a crown approximately six inches (6") above the existing grades. In backfilling around conduit/duct lines, selected material shall

be compacted firmly around the conduit/duct. Fill and backfill shall be clean and free from vegetable matter and refuse.

d. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	≤60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	≤60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

e. All trenches and other excavation left open by necessity shall be barricaded and guarded as required by OSHA or applicable codes and regulations.

100-3.11 WELDING.

a. All welding and weld procedures shall be in accordance with AWS D1.1, Latest Edition. Qualifications of welders and welding operators shall be in accordance with AWS D1.1, Latest Edition. The welder qualification test shall be performed on a 1" A-36 Test Coupon in the 3G and 4G positions. The welder qualification shall be current within 12 months of the work being performed. Weld inspections shall be per the criteria set forth in AWS D1.1 for visual weld inspection.

100-3.12 ELECTRONIC DRAWING FILES.

a. Electronic versions of the Contract Documents may be available for the Contractors use. Please be advised that Engineer cannot be held responsible for third party use of this information, and furthermore, that this information is supplied as a professional courtesy. This applies to all electronic data files transmitted on behalf of Engineer to third parties.

b. The files are without warranty as to performance, accuracy, or freedom from error, or as to any results generated through their use at any time. Written dimensions in file, details, specifications take precedence.

c. The files being transmitted are the intellectual property of Engineer and as such are protected by the copyright laws of the United States. The files are being transmitted for the single use on this project only.

d. The electronic files provided are non-sealed and unofficial versions of the Contract Documents that have been created by the Engineer. The electronic files are provided only for the convenience of explicitly authorized users.

e. The hard copy Conformed Documents that have been provided are the only official documents that may be relied upon for accurate presentation. The electronic files provided will be at the authorized user's risk and does not pose any risk or liability to the Owner or Engineer.

f. Engineer does not guarantee or warrant the authenticity of electronic files. The authorized users agree and recognize that the electronic files may unintentionally become corrupted or modified without the authorization of the Engineer.

g. Written dimensions will govern over scaled values.

h. AutoCAD files were developed using base files provided by others.

i. Variations in printer drivers may cause the electronic file presentation to vary considerably.

DESIGNATION OF MATERIALS

100-4.1 DESIGNATION OF MATERIALS.

a. Where equipment or materials are specified using the name and catalog number of one manufacturer, that equipment or material specified shall set the quality and functionality of the item. Equivalents accepted by the Engineer will be acceptable.

b. Where equipment or materials are specified using the name and catalog number of more than one manufacturer, that equipment or material shall be one of those specified. No alternative will be acceptable.

c. Where no brand name is specified, the source and quality shall be subject to the Engineer's review and acceptance.

d. When a product is specified to be in accordance with a trade association or government standard, at the request of Engineer, Contractor shall furnish a certificate that the product complies with the referenced standard. Upon request of the Engineer, the Contractor shall submit supporting test data to substantiate compliance.

e. The Engineer shall be the sole judge of whether the proposed "equivalent" is suitable for use in the work.

f. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, shown in the Contract Documents.

g. Each Bidder represents their bid is based upon the materials and equipment described in the Contract Documents.

PROTECTION OF MATERIALS, EQUIPMENT AND WORK

100-5.1 PROTECTION OF MATERIALS, EQUIPMENT AND WORK.

a. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be subject to reinspection prior to their use in the work. The Contractor shall coordinate the storage of all materials with the RPR.

b. The Contractor shall protect electrical raceway, cable, lighting fixtures, associated support systems, and all other electrical items against damage from movement of equipment and material, welding, flame cutting, and other construction damage. Raceways and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables lighting fixtures, etc., not shielded from such operations by concrete floor or other protective covers, the Contractor shall protect the items from damage by means of fireproof boards or blankets. Damaged materials shall be repaired or replaced, by and at the Contractor's expense, subject to the RPR's direction and acceptance.

c. Surfaces of most equipment, such as panels, switchgear, transformers, constant current regulators (CCR) and circuit breakers, are finished at the factory. Great care shall be exercised to prevent damage to this original finish during installation of the equipment and during construction work.

d. If the factory finish is damaged during construction, the entire surface of the damaged component shall be refinished by and at the expense of the Contractor.

e. The refinished surface shall be equivalent in every respect to the original surface, including color, texture and smoothness. Refinishing paint, if furnished with the equipment, may be used; otherwise, the paint shall be obtained from the equipment manufacturer.

f. All cut edges of galvanized materials and marred or scratched galvanized surfaces shall be repaired using LPS-1G cold galvanizing compound or accepted equivalent.

GENERAL CONSTRUCTION REQUIREMENTS

100-6.1 GENERAL CONSTRUCTION REQUIREMENTS.

a. Provide the bracing, shoring, rails, guards, and covers necessary to prevent damage or injury. Do not leave energized electrical items exposed or unprotected. Protect personnel from exposure to contact with electricity. Deliver equipment and materials to the job site in their original, unopened, labeled containers. Store ferrous materials to prevent rusting. Store finished materials and equipment to prevent staining and discoloring.

b. Maintain separation between stainless steel items and carbon steel items to prevent contamination of stainless-steel item and subsequent rust stains on stainless steel item.

c. All sheeting, shoring, dewatering and cleaning necessary to keep trenches and their grades in proper condition for the work to be continued, including the removal of water by mechanical means, shall be the Contractor's responsibility.

METHOD OF MEASUREMENT

100-7.1 METHOD OF MEASUREMENT.

a. The items described in Item SP-100 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

100-8.1 BASIS OF PAYMENT

a. No direct payment shall be made for the work described in Item SP-100. The work described in Item SP-100 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM SP-100

ITEM SP-104 GENERAL ELECTRICAL SAFETY REQUIREMENTS AND TEMPORARY AIRFIELD LIGHTING

DESCRIPTION

104-1.1 PURPOSE:

a. The purpose of this item is to assist in establishing the proper safety guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

b. The Contractor is solely responsible for all issues related to the safety program and guidelines and implementation of such programs and guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

c. The Contractor shall comply with FAA Advisory Circulars, FAA Engineering Bulletins, specific airport requirements, OSHA 29CFR1910, OSHA 29CFR1926 and NFPA 70E as minimum requirements.

104-1.2 REFERENCED STANDARDS AND CODES:

a. All applicable requirements of the below listed advisory circulars, codes, standards and related reading, as a minimum, shall be compiled with:

1. AC 150/5200-18, Airport Safety Self-Inspection
2. AC 150/5210-5, Painting, Marking and Lighting of Vehicles
3. AC 150/5340-1, Standards for Airport Markings
4. AC 150/5340-18, Standards for Airport Sign Systems
5. AC 150/5340-26, Maintenance of Airport Visual Aid Facilities
6. AC 150/5340-30, Design and Installation Details for Airport Visual Aids
7. AC 150/5370-2, Operational Safety On Airports During Construction
8. 29 CFR Part 1926/1910, Occupational Safety and Health Standards
9. NFPA 70, National Electrical Code
10. NFPA 70E, Standard for Electrical Safety in the Workplace
11. ANSI C2, National Electrical Safety Code

The Contractor is responsible for obtaining and using the latest edition of the referenced documents. This list is not all inclusive but is offered as a convenience to the Contractor. The advisory circulars are available online at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list?display=current&q=

104-1.3 GENERAL SAFETY PROVISIONS:

a. Contractor shall take safety and health measures in performing work under this contract. Contractor shall meet with the Engineer and Owner to develop a mutual understanding relative to administration of the safety plan. The Contractor is subject to and shall comply with all applicable federal, state and local laws, regulations, ordinances, codes and orders relating to safety and health in effect on the date of this contract. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

b. As a minimum workplace safety shall comply with NFPA 70E, Standard for Electrical Safety in the Workplace, OSHA, federal, state and local requirements. Where a conflict in requirements occurs the most stringent requirement shall govern.

c. During the performance of work under this contract, the Contractor shall comply with procedures prescribed for control and safety of persons visiting the project site.

d. Contractor is responsible for the Contractor's personnel and for familiarizing each of the Subcontractors with safety requirements.

e. Contractor shall advise the Engineer of any special safety restrictions established so that Owner and Engineer personnel can be notified of these restrictions.

f. The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons (including but not limited to the general public) who may be affected thereby,
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site,
3. Other property at the site, adjacent thereto, or utilized by the Contractor including but not limited to trees, shrubs, lawns, walks, pavements, structures, underground facilities, and other utilities not designated for removal, relocation or replacement in the course of construction regardless of whether or not such other property is indicated in the Contract Documents.

g. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the RPR. The system shall be installed in accordance with the Contract Documents, FAA criteria, the National Electrical Code and/or federal, state, or local code requirements.

h. The Contractor shall generate and submit for approval A Maintenance of Power Plan for all electrical services impacted by this project. The Contractor shall always maintain power (permanent or temporary) to all FAA and airport owned facilities during this project. Power outages may be scheduled at the FAA and Owners convenience. Scheduling and duration of any power outage is at the sole discretion of the power system owner. Cost of maintenance of power

and all necessary materials, labor transportation, supervision, coordination and all appurtenances shall be considered incidental to the SP-104-1 or SP-104-2 pay items.

i. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor, in conjunction with the Owner's Maintenance Department, shall perform a visual lighting check of all lighting circuits within the Contractor's area of responsibility before dark each day (or at additional times as designated by the RPR) to assure that they are fully functional. In the event of failure, the Contractor shall immediately take steps to restore operation.

104-1.4 FIRE PREVENTION AND PROTECTION:

a. All tools producing sparks or heat, open-flame heating devices, operations utilizing such devices, etc. shall be in accordance with the airport fire department and airport "Burn Permit Procedures". Work shall not start until all requirements of the burn permit procedures are met

b. Open fires, salamanders and open-flame heating devices will not be permitted except by special approval in writing. Such permission will not be granted unless the Contractor has taken reasonable precautions to make such devices safe. Burning trash, brush or wood on the project site will not be permitted. Approval for open fires and open-flame heating devices will in no way relieve the Contractor from the responsibility for any damage incurred because of fires.

c. Flammable liquids shall be stored and handled in accordance with NFPA and OSHA requirements.

d. Smoking shall not be permitted within the AOA or in areas such as paint storage, fuel storage, and posted no smoking areas.

e. Welding, flame cutting, melting and other such operations in all operating areas, shall not be permitted until approved at the beginning of each workday by the RPR. The RPR may approve longer periods of time for welding and burning in some operating areas if the detailed safety procedures are established beforehand. Operating open flame devices shall not be left unattended in any area.

f. Contractor shall provide the necessary firefighting equipment, fire prevention methods and fire watch.

g. A Contractor's employee shall be assigned as fire watch for every welding and burning operation. The fire watch shall be properly trained in firefighting techniques and the operation of the fire extinguishers. The fire watch shall be equipped with two full 15-pound Class A, B & C fire extinguishers and shall check all areas around and below the welding or burning operation for fires. The fire watch shall continue this check for at least 60 minutes after the completion of the welding or burning operation.

h. Contractor shall discontinue all burning, welding, or cutting operations, one hour prior to the end of the normal workday. Contractor shall provide a fire watch to remain at the site for one hour after discontinuing these operations. This fire watch shall make a thorough inspection of the area for possible sources of latent combustion. Any unsafe conditions shall be corrected.

i. During operations involving possible fire hazard, the Contractor shall notify the RPR and not proceed until clearance is obtained in writing. The RPR may request a standby from the Fire Station. However, this does not relieve the Contractor of responsibility for welding and cutting safety.

j. Clean up of scrap materials and waste of this Contractor shall be completed as a minimum daily or more often as required to maintain airport operations.

104-1.5 TEMPORARY EXITS AND ENTRANCES:

a. Such passageways shall provide adequate fire protection and safety of Owner personnel and representatives.

104-1.6 SWITCHING:

a. Electrical switching required for clearance to work on equipment operating from electrical circuits will be performed only by Owner personnel authorized as safety operators for the specific equipment or as specifically authorized by the Owner.

104-1.7 REMOVAL OF EQUIPMENT:

a. When permanently removing equipment, the electrical wiring, conduit/duct and control boxes shall be removed to the source of feed, unless otherwise specified or indicated.

b. After equipment has been removed, the electrical wiring diagrams, schematics, etc., shall be marked to show the change.

c. Conduit/duct not removed shall have a pull string installed.

104-1.8 OTHER SAFETY REQUIREMENTS:

a. Temporary wiring shall comply with NEC. Indiscriminate use of extension cords, portable cable or junction boxes creating tripping hazards as well as overloaded circuits will not be permitted.

b. Unplug or disconnect energy source of power tools when not in use.

c. Before maintaining or repairing any electrical equipment, it shall be disconnected from the power source.

d. Do not use any equipment that has frayed cords or three-wire plugs that have had the grounding prongs removed. Faulty equipment and tools shall be repaired by a qualified person**.**

e. Do not use metal ladders when working on electrical equipment.

104-1.9 EXISTING UTILITIES:

a. The Contractor is solely responsible for the location of all existing utilities within the project limits. Prior to initiation of any construction in the field, the Contractor shall provide a written notice (return receipt requested) to each of the utility companies, along with the various airport

departments and Florida Sunshine One Call as prescribed by state law. The Contractor shall provide the Owner and Engineer with a copy of the receipt of said written notification to each of the utility companies or airport departments. This requirement is in addition to any other state laws regarding public notification prior to excavation.

EXCAVATION

104-2.1 EXCAVATION OPERATIONS:

a. Prior to any excavation or demolition, the Contractor shall obtain an “Airport Dig Permit”.

b. Methods of excavation, means of earth support, and manner of backfill shall be conducted with consideration for the safety of persons and work, and prevention of damage to adjacent pavement, utilities, structures and other facilities, due to settlement, lateral movement, undermining and washout. Minimum requirements for trench shoring and bracing shall be in accordance with OSHA, State and local requirements. Excavation shall be performed in a manner to prevent surface water and subsurface or groundwater from flowing into excavations, and to prevent water from flooding conduit/duct trench and adjacent or surrounding area.

PROTECTION OF WORK

104-3.1 PROTECTION OF WORK:

a. Provide adequate stand-by mechanical equipment for emergency use.

b. Excavations shall have substantial barricades and be posted with warning signs for the safety of persons. Warning lights shall be provided during hours of darkness.

c. Barricades shall be erected immediately around manhole openings when covers are opened/removed.

d. Prior to performing any excavation work or any surface penetrations 6 inches or deeper (such as driving stakes more than 6 inches in the ground) on any ground surface, for personnel safety and to prevent possible interruption of major utility services encountered during excavation, the following procedures shall be followed:

1. Refer to 104-1.9.
2. The Contractor shall obtain from the RPR, local utilities, etc., the current up-to-date subsurface utility drawing of the particular area to be worked on.
3. All agencies/utilities, etc. that may be affected by the excavating shall be contacted by the Contractor so that all lines, pipes, etc. can be marked/staked. The Contractor shall be responsible to maintain the utility locate markings.
4. The Contractor shall stake out subsurface high voltage cables, communication cables, pipelines, all subsurface utilities, etc., indicated within the scope of the work contemplated. All subsurface utilities shall be located by hand digging; hand digging shall extend for 5 feet on both sides of the subsurface utility. Hand digging

and protection of existing systems shall not be paid for separately but shall be considered incidental to the item being installed.

5. After hand exposure of cable or pipelines, the Contractor shall obtain agreement from the RPR, AHJ, Agency/Utility on how much closer to cable or pipe the excavations can be permitted.

6. Detectable printed mylar foil warning tape, color coded, printed with the words “CAUTION ELECTRIC LINE BELOW,” red, “CAUTION COMMUNICATION LINE BELOW,” orange, “CAUTION WATER LINE BELOW,” blue, “CAUTION FUEL LINE BELOW,” yellow, etc., shall be installed over the buried utilities. Material and installation of detectable tape shall be in accordance with L-110.

7. Contractor shall notify the RPR, 72 hours prior to the start of excavation work or surface penetration, to enable the RPR to review measures being taken to prevent hazard to employees and to prevent possible damage to subsurface utilities. Where emergency conditions preclude the 72 hours advance notification, Contractor shall nevertheless inform the RPR of the Contractor’s intention to initiate work prior to actual start of activity.

8. After all underground utilities have been located and staked, the Contractor shall proceed with excavating work, or other surface penetration work. The Contractor, however, shall temporarily halt any machine excavation work or other surface penetration when approaching within 5 feet of the staked-out cable or pipeline, until Contractor has hand excavated down to expose the underground utility to exactly fix its location.

9. No digging, dirt moving, or other heavy equipment shall physically enter any construction area before all FAA utilities, airport utilities and all other underground utilities have been located and properly staked out. It is the Contractor's responsibility to locate all utilities before digging, sawing, coring, boring, etc. Any damage caused by digging, sawing, boring coring, etc., is the Contractor's responsibility for repair. Any damage must be reported immediately to the RPR. No repair shall be attempted without approval.

10. All electrical cables shall be disconnected before excavation is attempted.

11. Provide minimum of 48” undisturbed earth cover or 1” thick steel plate over electrical conduit/duct, cables or other utilities when heavy equipment is being used in the area to protect underground systems/utilities. In addition, protect utilities in accordance with AHJ requirements.

12. The requirements listed above shall be considered incidental to the item for which the excavation is required.

13. A written description of the utility protection measures shall be submitted to the RPR for review by the Owner, FAA and AHJ.

SAFETY TAGGING AND LOCKOUT

104-4.1 SAFETY WITH ELECTRICAL CIRCUITS AND EQUIPMENT:

a. No one may work on an energized circuit without written permission from the Contractor's On-Site Supervisor. The Contractor’s On-Site Supervisor shall review the circumstances and the necessary safety precautions with the RPR, prior to giving permission for the energized work. The Contractor assumes all liability in connection with any work on energized circuits.

b. No one may disconnect or cause to be disconnected any electrical circuit before permission is requested from and granted by the Owner or authorized representative through the RPR.

c. Identification markings on light and power circuits shall not be relied on for establishing electrically safe work conditions. Always verify the proper safe "deenergized" conditions with properly operating test equipment.

d. Before any circuit supplying radar, ILS, weather, VORTAC, airport beacon, runway/taxiway lighting equipment or any other equipment is disconnected, permission must first be granted by the systems Owner or authorized representative, and, if applicable, FAA Sector Field Office and the Airport's Air Traffic Control Tower. After permission is granted, the following requirements must be compiled with. **THE FAA REQUIRES 45 DAY NOTICE PRIOR TO WORKING ON OR DISTURBING FAA CABLES OR EQUIPMENT.**

e. As a minimum the LOCK OUT/TAG OUT (LOTO) procedure shall comply with the Owner’s requirements, OSHA1910.147, OSHA1910.147 Appendix A and NFPA 70E. If conflicts between standards arise the stricter requirement shall apply.

f. Comply with OSHA 1910.333, Selection and Use of Work Practices.

g. A qualified person shall perform a hazard risk assessment, job safety plan, and job briefing in accordance with NFPA 70E.

h. A qualified person shall create an Electrically Safe Work Condition in accordance with NFPA 70E.

i. Restoration shall be accomplished in a safe manner and locks/tags removed only by the Electrical Contractor's qualified person who placed the locks and tags in the presence of the Owner or authorized representative. Should the qualified person who placed the lock/tag not be available, see OSHA 1910.333(b)(2)(v)(C).

j. The Owner or authorized representative shall record time, date and operational status of circuit after restoration.

k. Electrical circuits and apparatus shall be operated at these facilities only by qualified persons and authorized personnel.

l. The RPR shall be provided contact names and phone numbers for two qualified persons (one as primary, one as backup) to provide for removal or addition of any Contractor LOTO work during off hours. The qualified person(s) shall respond onsite within one hour of initial contact.

104-4.2 TEMPORARY AIRFIELD LIGHTING AND SIGNAGE:

a. Temporary airfield electrical fixtures and conductors are allowable when necessary, but shall be installed as follows:

1. Temporary lights shall be bolted to the pavement in a manner rendering the light stationery and allowing space for conductors to enter or exit and to be spliced.
2. When the above is not practical, lights shall be fastened to a weighted object adaptable for the purpose and of sufficient weight to inhibit movement by jet engine blast.
3. Temporary conductors supplying temporary lights shall be installed in a rigid galvanized steel conduit system and secured every five feet to prevent movement by jet engine blast. See temporary airfield lighting details.
4. All joints or splices in temporary conductors shall have heat shrink tubing with integral sealant or tape applied to secure mechanical and electrical connection and prevent water entry.
5. All temporary plug-in connections shall comply with the permanent wiring detailed in L-108 and the wiring details.
6. Temporary lights and signage shall conform as closely as possible to permanent locations normally on the taxiway or runway but shall guide aircraft in a safe path. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.

b. Closed taxiways and runways shall be blacked out in a manner acceptable to FAA, RPR and Airport Operations and said black/out/marking/lighting shall be kept in acceptable condition.

1. The required method of temporarily bypassing a fixture is to unplug and bypass the primary side of the L-830 isolation transformer.
2. Alternately, pipe sleeves may be used to obscure the elevated edge lights. Pipe sleeve length shall be of sufficient length to block all light output and to prevent any light leakage.
3. In extreme circumstances and with written permission of the Engineer, no more than 5% of the fixtures in each airfield lighting circuit may be unplugged from the L-830 isolation transformer secondary or have the lamp removed. If at any time a larger number of fixtures are required to be bypassed (or have the lamp removed); the L-830 isolation transformer secondary shall have a shorting device installed.
4. During runway closures the respective runway's mandatory signs shall remain operational.
5. During runway closures the respective runway's approach lighting systems (PAPI, REIL, MALSR, ALSF, etc.) shall be turned off.
6. Airfield signs providing directions to closed areas shall be covered (black out). No stray light may be emitted from the covered portions of the sign. The signs shall be covered with 3/8" thick exterior plywood panels. The plywood panels shall be painted black and shall be banded to the sign. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.
7. Areas closed to aircraft shall not be lighted (black out). The Contractor shall ensure that lighting in the closed areas cannot be inadvertently energized.

8. Adequate lighting in the opinion of the Engineer or Airport Operations shall be provided to delineate the active and closed areas of the AOA.

c. CAUTION: The series lighting circuit must always be complete before a regulator is energized. Normal circuit voltage is less than 5,000 volts; open circuit voltage can approach 10,000 volts. All personnel shall be instructed to protect the integrity of the lighting circuit. Turn off and lock out/tag out the regulator at the vault before opening the circuit. Continuity of the circuit shall be checked before the regulator is reconnected and reenergized.

d. The installation and/or removal of lighting equipment is critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the RPR. The Contractor shall attend weekly coordination meetings with Airport Operations for the duration of the contract. The system shall be installed in accordance with applicable FAA Advisory Circulars, the National Electrical Code and/or other federal, state or local requirements.

e. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor shall bypass or otherwise render inoperative those portions of the runway/taxiway lighting circuits in closed areas of the airfield.

f. All runways/taxiways not closed for construction shall have fully operable airfield lighting systems using the airport airfield lighting control system. The Contractor shall coordinate the temporary airfield lighting requirements for each phase with the RPR. The Contractor shall submit a temporary airfield lighting plan to the RPR two weeks prior to the need for the temporary airfield lighting. The RPR will coordinate the plan with the airport and FAA. The Contractor shall make revisions/corrections to the temporary airfield lighting plan as required by the RPR.

g. Existing conditions may vary from the existing information shown in the Contract Documents. The Contractor's means and methods and sequence of construction within a specific phase is determined by the Contractor. Therefore, the temporary airfield lighting plan in 4.2.f above is the Contractor's responsibility. The Owner and Engineer will provide reasonable assistance to the Contractor.

h. It shall be the Contractor's responsibility to determine that all airfield lighting circuits, except those that are serving closed taxiways or runways, are fully functional, using tower controls, at the end of each work shift and shall so certify to the RPR at the end of each shift. The Contractor shall not leave the work area until the RPR has confirmed circuit operation. The certification shall be provided to the RPR at 4:00 PM and one hour before sunset. Second shift report shall report one hour before sunset. Any other shift shall report one hour prior to the need for airfield lighting or as determined by the RPR. Should bad weather cause poor visibility the RPR may require additional status reports of system operability and may call for the operation of the airfield lighting system at any time. In the event of airfield lighting system failure, the Contractor shall immediately take the necessary steps to restore proper operation of the airfield lighting system.

i. During runway closures the respective runway's mandatory signs shall remain operational.

j. It shall be the Contractor's responsibility to determine that all airfield lighting and signage circuits serving closed taxiways or runways (except runway mandatory signs) are turned off, bypassed as previously described or completely obscured at the end of each work shift and shall so certify to the RPR at the end of each shift. The Contractor shall not leave the work area until the RPR has confirmed the closed area is properly blacked out.

k. The Contractor shall check the status of the temporary airfield lighting/signage and black out equipment on a daily basis. The Contractor shall provide temporary airfield lighting/signage and black out maintenance and support on a 24 hour a day, seven days a week basis for the duration of the project. The RPR shall be provided contact names and phone numbers for two persons (one as primary, one as backup) to provide maintenance or to meet temporary airfield lighting/signage and black out needs during off hours. The designated person shall respond onsite within one hour of initial contact.

l. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the circuit’s insulation resistance shall be tested, in the presence of the RPR. The test shall be performed in accordance with Item SP-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in SP-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit’s insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms included in SP-111. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

m. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

n. Provide temporary wiring to permit operation of lighting circuits associated with each phase of construction. Temporary cable connections shall be made in airfield lighting circuits when permanent wiring cannot be completed during daylight hours.

o. The Contractor shall furnish, install and maintain hazard marking and lighting to identify closure areas, open manholes, small areas under repair, stockpiles, and other construction related areas hazardous to aircraft or personnel.

p. The Contractor is responsible for operating all temporary circuits within their rated capacity.

q. The cost of temporary and reconnected airfield lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.3 TEMPORARY ELECTRICAL AND LIGHTING INSTALLATION:

a. Temporary electrical and/or lighting fixtures shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations.

b. Provide temporary roadway lighting on airport roads and detours during construction. Design installation and removal of temporary systems shall be the responsibility of the Contractor. Light levels shall be 1.0 maintained foot-candles on the traveled part of the roadway. Lighting under the bridges during construction shall have a metal halide or other white light source, providing a maintained light level of 2.0 foot-candles. Maximum to minimum uniformity ratios shall be 10:1.

c. Temporary lighting must be installed to ANSI/OSHA standards for impacted area. Light levels shall also meet the requirements of the Illuminating Engineering Society for the type of task being performed.

d. Temporary installations shall comply with the NEC and shall be acceptable to the Owner, RPR or authorized representative.

e. The cost of temporary and reconnected area/building lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.4 MISCELLANEOUS REGULATIONS:

a. Electrical main distribution panels, branch circuits panels, control panels, etc., may have their front covers removed for access to live parts. Access to live parts shall be guarded/barricaded in accordance with NFPA 70E.

b. Draw-out type breakers, regardless of operating voltage must be drawn completely out to open position and tagged and locked out per 104-4.1.

c. In hazardous locations, regardless of class, all electrical tools and extension cords shall be of a type accepted for use in such areas.

d. No counterpoise/grounding conductors may be joined, connected, or affixed to any terminal, grounding electrode, or other point of attachment by any method except exothermic welding, or accepted equivalent. See Item L-108.

e. All counterpoise or grounding systems, when damaged, shall be immediately reported to the RPR. Once the repair/replace procedure has been accepted by the RPR the Contractor shall immediately repair/replace the counterpoise or grounding components.

f. No high voltage switch shall be engaged or disengaged under load.

g. All backhoes, cranes, etc., shall be enclosed by safety pylon or other markers and rope festooned by accepted safety tapes.

h. All security gates in use by Contractors are the responsibility of the Contractor and must be used in a fully secure manner. Any damage to a security gate shall be reported immediately to the RPR.

104-4.5 TEMPORARY COMMUNICATIONS/CONTROL:

a. Temporary communication and control systems shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations. Temporary communication and control systems shall be as described in the Contract Documents.

b. The cost of temporary and reconnected communication and control shall be considered incidental to the pay items provided within the Contract Documents.

METHOD OF MEASUREMENT

104-5.1 METHOD OF MEASUREMENT:

a. Except for the pay item described below all other items shall be considered incidental to other items and shall be included with its applicable system.

b. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities shall be measured as a lump sum item.

BASIS OF PAYMENT

104-6.1 BASIS OF PAYMENT:

a. Except for the pay item, as described below, no direct payment shall be made for the work described in this section. The work described in this section is incidental to other items and shall be paid for the respective bid item of which it is a component part.

b. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities payment shall be made at the contract lump sum price for the required work. This item shall include all testing, troubleshooting, maintenance and other consequential work required to maintain the temporary power, and temporary airfield lighting, signage, and Navigational Facilities as impacted by this Contract. This price shall be full compensation for all planning, supervision, furnishing all material, labor, transportation, services, equipment, utility company fees and for all preparation, removal of the temporary materials and equipment and for all labor, equipment, tools and all incidentals required to furnish and install Temporary Power and Temporary Airfield Lighting, Signage, and Navigational Facilities in accordance with the Contract Documents. This item includes all excavation, backfill, cable, conduit and other materials and appurtenances necessary to complete these items.

Payment will be made under:

Item SP-104-1	**Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities**	**-- Lump Sum (LS)**

END OF ITEM SP-104

ITEM SP-105 ALTERATIONS, REMOVAL AND DEMOLITION

PART 1 – GENERAL

105-1.1 GENERAL:

a. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

b. Alterations shall mean any change or rearrangement in the component parts, including structural, mechanical, and electrical systems, or internal or external arrangements of an existing item, component, system or structure.

c. Removal shall mean the dismantling and disposal of existing materials, components, equipment, and utilities. Removed items shall be handled, prepared for storage, transported to storage areas, or disposed of as specified.

d. Demolition shall mean abandonment, removal and disposal, or salvage and delivery to the Owner as required by the Contract Documents.

e. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedule established in the Contract Documents or as directed by the Engineer.

f. Temporary power and lighting shall be accomplished in accordance with the Contract Documents.

105-1.2 CONDITION OF EXISTING FACILITIES:

a. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities.

b. The Contractor shall protect all existing utilities from damage resulting from alteration, removal and demolition activities.

c. Any hazardous waste issue shall be immediately reported to the Engineer.

d. Whenever the scope of work requires, connection to an existing circuit, or should the scope of work involve working adjacent or near to an existing circuit and the work could have an adverse impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with Item SP-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in Item SP-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included in Item SP-111. The second reading shall be equal to or greater than the first reading or the Contractor

shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

e. Should the Contractor fail to perform the insulation resistance tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm earth resistance value or higher value in conformance with any previous airport test records.

105-1.3 OCCUPANCY AND USE OF EXISTING FACILITIES:

a. The Owner will occupy and use the facilities within the areas of work during the entire construction period. The Contractor shall be required to plan and coordinate the Contractor's activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Owner personnel during all phases of the work.

105-1.4 VACATING OCCUPIED AREAS:

a. The Owner will remove all portable items of furniture, equipment, and fixtures prior to the start of work.

105-1.5 SAFETY REQUIREMENTS:

a. The Contractor shall conduct all operations in a manner that will ensure the safety of persons and property in accordance with the OSHA requirements of CFR 29 Part 1926/1910.

b. The Contractor shall comply with the Airport Maintenance Department's LOCK OUT/TAG OUT (LOTO) procedure and NFPA 70E.

105-1.6 CLASSIFICATION OF REMOVED ITEMS:

a. Existing materials and equipment indicated to be removed will be classified as "salvageable" and shall remain the property of the Owner or will be classified as "demolition or debris" and shall be legally disposed.

b. Salvageable Items:

1. Salvaged materials and equipment shall be reused in the work only in construction of temporary electrical facilities, unless noted otherwise.
2. Properly box, protect and ready for transport salvageable items. Retained salvaged items shall be stored on Owner property.
3. Salvaged materials and equipment to be retained by the Owner but not reused in the work shall be turned over to the Owner at a site at the facility to be determined by the Owner.

4. Airfield lighting fixtures, signs and isolation transformers designated to be removed and reinstalled by the Contractor shall be stored indoors in a conditioned space. The indoor conditioned space shall be provided by the Contractor and considered incidental to the pay items provided. As each item designated for removal and reinstallation is removed the Contractor and Engineer shall immediately inspect the item for appropriateness for reinstallation. Any damage not reported in writing to the Engineer within two hours of removal shall become the Contractor's responsibility for replacement/repair of the material as directed by the Engineer. The Contractor is asked to pay special attention to the protection of the semiflush fixture leads. The semiflush fixture lead insulation is easily damaged which results in water infiltration into the fixture.

c. Demolition or Debris:

1. Items classified as demolition or debris shall be legally disposed of off the Owner's property. The cost of such disposal shall be included in the bid price.

105-1.7 TEMPORARY PROTECTION:

a. Contractor shall protect persons and property throughout the progress of the work in accordance with the Contract Documents.

105-1.8 DEMOLITION TASK PLAN AND SCHEDULE:

a. The Contractor shall submit to the Engineer a Demolition Task Plan and Schedule for all existing utility relocation(s) and demolition work. The task plan shall be submitted within 30 days of notice to proceed but no later than 30 days prior to the start of the relocation/demolition work.

b. The task plan and schedule shall detail the phasing of the utility relocation(s) and demolition activities with the balance of the project phasing plan. The task plan and schedule shall detail the Contractor's plan for protection of the existing utilities.

c. The task plan and schedule shall demonstrate preliminary coordination has taken place with the FAA, Airport, communications and power utilities and also demonstrates compliance with the Contract Documents.

d. No work shall be initiated until the task plan and schedule has been submitted to the Engineer and accepted by the utilities. No demolition, alteration or relocation work shall be started until the permanent work replacing the demolition, alteration or relocation is complete, in place, accepted and ready for operation; or until other temporary means have been approved and accepted by the Engineer.

PART 2 - EXECUTION

105-2.1 DISCONNECTING UTILITIES:

a. Prior to the start of work, the Contractor shall coordinate with the Owner and effected utility companies to have each utility placed in a safe work condition.

b. Each utility effected shall be locked out and tagged by the Contractor. Proper safety grounds or equivalent shall be placed for personnel protection.

105-2.2 TEMPORARY UTILITY SERVICES:

a. Contractor shall install temporary utility services in satisfactory operating condition before disconnecting existing utilities. Such temporary services shall be maintained during the period of construction and removed only after new permanent services have been tested and are in operation. Please refer to Item SP-104.

105-2.3 REMOVAL WORK:

a. The Contractor shall not disturb the existing construction beyond that indicated or necessary for installation of new work. Temporary shoring and bracing for support of building components to prevent settlement or other movement shall be as required to protect the work and existing facilities.

b. The Contractor shall provide protective measures to control accumulation and migration of dust and dirt in all areas of work, particularly those adjacent to occupied areas. The Contractor shall remove dust, dirt, and debris from the areas of work daily.

105-2.4 SALVAGEABLE MATERIALS AND EQUIPMENT:

a. The Contractor shall remove all salvageable materials and equipment in a manner that will cause the least possible damage thereto. Salvageable items, which are to be retained by the Owner, shall be carefully handled, stored, and protected.

b. The Contractor shall provide identification tags on all salvageable items boxed or placed in containers, indicating the type, size, and quantity of materials.

c. The Contractor shall exercise extreme care when removing airfield lighting bolting hardware. The existing bolting hardware may have been installed in excess of twenty-five years. The Contractor shall be responsible for the proper removal/repair/replacement of all stripped/broken/damaged fixture bolts or light base bolts or tapped holes in light bases and/or appurtenances encountered during construction. Contractor shall use drilling/tapping/inserts fixture/jigs/tooling and methods approved by the light base manufacturer or an accepted equivalent. Payment for this work shall be considered incidental to the respective fixture and light base pay items provided in the Contract Documents.

105-2.5 BUILDINGS AND STRUCTURES:

a. The Contractor shall perform removal operations in existing areas/buildings/structures as indicated and as otherwise required to complete the work.

b. Existing concrete shall be demolished, removed, and disposed. Square, straight edges shall be provided where existing concrete adjoins new work and at other locations where indicated. Existing steel reinforcement shall be protected where indicated; otherwise, it shall be cut off flush with face of concrete.

c. The Contractor shall dismantle structural steel components at field connections and in a manner that will prevent bending or damage.

d. The use of flame-cutting torches will be permitted only when other methods of dismantling are not practical, and when approved in writing by the Engineer.

105-2.6 ELECTRICAL EQUIPMENT AND FIXTURES:

a. Wiring systems and components shall be salvaged. Loose items shall be boxed and tagged for identification.

b. Primary, secondary, control, communication, and signal circuits shall be disconnected at the point of attachment to their distribution system.

c. The Contractor shall remove and salvage electrical fixtures. Incandescent lamps, mercury-vapor lamps, and fluorescent lamps shall be salvaged, boxed and tagged for identification, and protected from breakage. The fixtures shall be turned over to the Owners Maintenance Department. This Contractor shall legally dispose of concrete bases, etc. off the Airport property.

d. The Contractor shall remove and salvage switches, receptacles, fixtures, transformers, regulators, meters, instruments, cover plates, circuit breakers, panelboards, outlet boxes, and similar items; these items shall be boxed, and tagged for identification according to type and size.

e. The Contractor shall remove and salvage cable tray, wiring ducts and troughs.

f. The Contractor shall remove and dispose of conductors, including insulated wire, nonmetallic sheathed and flexible armored cable.

g. All removed or demolished items not identified for reuse in the work or to be turned over to the Owner, unless noted otherwise, shall be properly and legally disposed of off the airport site.

105-2.7 DEMOLITION OPERATIONS:

a. Demolition operations shall be conducted to ensure the safe passage of persons to and from facilities occupied and used by the Owner.

b. The sequence of operations shall be such that maximum protection from inclement weather will be provided for materials and equipment in partially dismantled state.

105-2.8 MAINTAINING TRAFFIC:

a. Demolition operations and removal of debris to disposal areas shall be conducted to ensure minimum interference with roads, streets, walks, and other facilities occupied and used by the Owner.

b. Streets, walks, runways, taxiways and other facilities occupied and used by the Owner shall not be closed or obstructed without written permission.

PART 3 – DISPOSAL OF REMOVED/DEMOLISHED MATERIALS

105-3.1 GENERAL:

a. The Contractor shall dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from demolition/removal operations. Removed/demolished materials shall not be stored or disposed of on the project site

b. Removed/demolished materials shall be properly and legally disposed of off airport property.

c. .Removed/demolished debris shall be transported from Owner property and legally disposed at no additional cost to the Owner. The Contractor shall pay permits and fees for disposal.

105-3.2 RACEWAY DEMOLITION:

a. Pull wire out of existing raceways. Underground conduit/duct may be abandoned in place when not in an area of excavation. When abandoned in place install waterproof caps/plugs and concrete end of duct markers.

b. Raceways that interfere with new work shall be completely removed.

c. Install 200 pound test pull rope in all conduits/ducts to remain in place. Conduit/duct banks may be abandoned in place if they are not within 24” of any new subgrade material.

d. Dispose of raceway as debris.

105-3.3 AIRFIELD LIGHTING AND SIGNS:

a. Carefully remove existing airfield lighting, signs, etc. as noted in the Contract Documents. Properly store all signs, fixtures, base plates and spacer rings for reinstallation or turn over to Owner as noted in the Contract Documents.

b. There may be concrete foundations (anchors) around light bases that extend into the existing asphalt surface as well as concrete backfilled trenches, conduits and duct banks within the asphalt paved areas that may be encountered during the required milling process. To the extent known, these duct banks and conduits are shown on the Contract Documents under/within the paved areas. The milling of any such concrete around the light bases, or over trenches, ducts and conduits shall be considered incidental to the milling pay item.

c. Existing concrete sign pads, light bases, and raceways shall be demolished, transported from Owner property and legally disposed.

d. If required by the Contract Documents reinstall signs and fixtures.

e. Turn over to the Owner all signs, fixtures, base plates and spacer rings not reinstalled as a part of this contract.

f. Remove existing light bases, L-824 cable, L-830 isolation transformers and associated foundations and legally dispose.

105-3.4 MANHOLE/HAND HOLE DEMOLITION:

a. Manholes, hand holes, pull boxes, etc. shall be removed and disposed of as demolition debris.

b. Demolished manholes, hand holes, pull boxes, etc. below the new full strength pavement shall be completely removed.

c. Demolished manholes, hand holes, pull boxes, etc. below shoulder pavement or in turfed areas shall be cut down to a depth of 48” min. below finished grade, filled and compacted in accordance with the Contract Documents.

105-3.5 GENERAL – CUTTING AND PATCHING:

a. Cutting, patching, repairing, and other alteration work shall be done by mechanics skilled in the particular trade or work required.

b. Salvaged items for reuse shall be as accepted by the Engineer.

c. Where required to patch or extend existing construction, or both, such alteration work shall match existing exposed surface materials in finish, color, texture, and pattern.

PART 4 - METHOD OF MEASUREMENT

105-4.1 METHOD OF MEASUREMENT:

a. All Electrical Demolition covered by this item will be paid for at the contract lump sum price, as set forth below, for demolition, alteration and removal complete and in accordance with the Contract Documents.

PART 5 - BASIS OF PAYMENT

105-5.1 BASIS OF PAYMENT:

a. Payment will be made at the contract lump sum price for the required demolition, alteration and removal. This price shall be full compensation for furnishing all material, equipment and for all preparation, removal of the demolished materials and equipment and for all materials, labor, equipment, tools, services and incidentals necessary or required for the electrical demolition as shown in the Contract Documents. It is the intent of the demolition pay item that all equipment, devices, raceway, pull boxes, manholes, fixtures, wiring, materials, systems, appurtenances, etc., which are no longer required as a result of the project be removed. All waste materials shall be removed from the airport property and legally disposed of by the Contractor. This item includes all backfill, P-610, sod and other materials and appurtenances not specifically identified, but necessary to complete these items in accordance with the Contract Documents.

Payment will be made under:

Item SP-105-1 Electrical Demolition -- Lump Sum (LS)

END OF ITEM SP-105

ITEM SP-106 SUBMITTALS, RECORD DOCUMENTS AND MAINTENANCE MANUALS

PART 1 – DESCRIPTION

106-1.1 GENERAL:

a. The items described in this item are applicable to all electrical work. Electrical work is defined as any work described, included, depicted or contained within the L-XXX specification series, E- series drawings, and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

b. Only Third Party Certified manufacturers, listed in AC 150/5345-53, Appendix 3 Addendum (as required) and meeting the BUY AMERICAN preference requirements can provide equipment and materials specified in the Contract Documents. Documentation certifying compliance with the BUY AMERICAN preference rules for AIP (in accordance with Title 49, United State Code [USC], 1990; later designated as 49 USC §50101) shall be included with each equipment and material submittal.

c. The requirements for submittals, record drawings and Operation and Maintenance (O&M) Manuals supplement the requirements and are in addition to the requirements of the general conditions, special provisions or other parts of the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

106-1.2 SCOPE:

a. This item includes the requirements for submittals, record documents and operation and maintenance (O&M) manuals. All submittals and O & M Manuals shall be submitted in book form as described by this item.

PART 2 – REQUIREMENTS FOR SUBMITTALS

106-2.1 DATA, SHOP DRAWINGS AND SAMPLES:

a. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

b. Submittal data for electrical materials and equipment shall consist of shop drawings and/or catalog cuts showing technical data as necessary to evaluate the material or equipment, to include dimensions, wiring diagrams, performance curves, ratings, control sequence and other descriptive data necessary to describe fully the item proposed and its operating characteristics.

c. Prior to the installation of any material or equipment and **within 30 days of notice to proceed**, the Contractor shall provide to the Engineer all submittals as required by the Contract

Documents. The submittals shall be complete and made in **ONE** submission in the format required by this item. Partial submission will only be considered under special circumstances.

d. The Contractor shall perform no portion of the work, nor purchase any materials, requiring submission until the Engineer has accepted the relevant submittal/shop drawing/sample. Should the Contractor commence any work or install any materials prior to the receipt of an accepted submittal/shop drawing/sample the Contractor is deemed to be proceeding at the Contractor's own risk.

e. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Each sample shall be accompanied by the manufacturer's instructions regarding installation, operation and maintenance and shall be identified by item number, and specification.

f. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that the Contractor, has checked and coordinated each Shop Drawing and Sample with the requirements of the work of the Contract Documents.

g. Unless otherwise stated in the Contract Documents the Engineer will review Data, Shop Drawings and Samples within thirty (30) days after receipt, but only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Engineer's review of a separate item shall not indicate approval of an assembly in which the item functions.

h. The Engineer reserves the right to reject any and all equipment, materials and procedures, which, in the Engineer's opinion, does not comply with the system design and the standards and codes specified herein.

i. The Engineer shall be the sole judge of whether the proposed "acceptable equivalent" is suitable for use in the work.

j. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected shop drawings or new samples until accepted. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

k. If the Contractor desires to substitute materials or deviate from the requirements of the Contract Documents, the Contractor shall separately submit all substitute materials and deviations to the Contract Documents. Such submittals shall be clearly and boldly marked "**SUBSTITUTION"** or **"DEVIATION TO CONTRACT DOCUMENTS"**. If the substitution or deviation is accepted, the Contractor will not be excused from producing work in conformity with the Contract Documents. If a trial use establishes the work does not comply with the Contract Documents, the Contractor shall take such action as the Engineer determines necessary.

l. The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has provided written acceptance to the specific deviation. The Engineer's

approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

m. The submittals will be checked only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action noted by the Engineer on the submittal is subject to the requirements of the Contract Documents.

n. The Contractor is responsible for dimensions, quantities, fabrication processes and methods of construction, coordination of the Contractors work with that of all trades. The Contractor shall be responsible for satisfactory performance of the Contractor's work and supplying a complete and fully functional system. The Contractor shall confirm and correlate dimensions at the jobsite.

o. Samples shall be submitted upon request or as required by the Contract Documents.

p. The Contractor shall maintain an accurate updated "SUBMITTAL REGISTER" containing the status of all submittals. The log shall be updated on a weekly basis. The Contractor shall bring the submittal register to each progress meeting. The submittal register shall contain the following information:

1. Submittal description and number assigned.
2. Contract Document required submittal date.
3. Submittal electrical system type; airfield lighting or airfield lighting control or airfield lighting vault power system.
4. Reference Item # (L-108, 26 05 33.13, etc).
5. Date sent to Engineer.
6. Date returned to Contractor from Engineer.
7. Submittal status.
8. Date of resubmittal and return – as applicable.
9. Date material released for fabrication.
10. Projected date of fabrication.
11. Projected date of delivery to site.

106-2.2 ELECTRONIC SUBMITTAL:

a. Electronic submittal shall consist of a single PDF document separated and book marked per each electrical system, per specification section as described in section 106-2.2.d. containing all materials for each item to be installed in the project.

b. Electronic submittals larger than 10 megabyte shall be separated into smaller PDF files for transmission to make up a single PDF document. Each separate PDF shall be book marked per specification section containing all materials for each item to be installed in the project.

c. Each PDF for electronic transmission shall be clearly labeled as transmittal X of Y per submittal section.

d. Provide separate submittal PDF's for each of the following electrical system types:

1. One PDF submittal set for the Airfield Lighting System. All components to be included in the contract for lighting, conduit, grounding and miscellaneous systems shall be included.
2. One PDF submittal set for the Airfield Lighting Control System.
3. One PDF submittal set for the Airfield Lighting Vault Modifications,

106-2.3 SUBMITTAL CONTENTS:

a. First sheet(s) in shall be a cover sheet containing the project information and location. See appendix A at the end of SP-106 specification.

b. The second sheet shall be a table of contents identifying the specification section(s) being submitted.

c. Third sheet shall be prepared and filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

d. Fourth sheet shall also be filled out by Contractor and list project schedule information.

e. Submittals consisting of marked catalog sheets or shop drawings shall be inserted in the PDF in specification number/section order. Submittal data shall be presented in a clear and thorough manner. **Original PDF catalog sheets are preferred. Scans of catalog sheets are acceptable provided they are equivalent in quality to the original document.**

f. Clearly and boldly mark each page to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. **Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable).**

g. All sheets within the submittal shall be oriented in a portrait setting. Mixing of portrait and landscape oriented standard 8.5 X 11 sheets shall not be permitted.

h. All sheets contained within the PDF shall be straight. Sheets scanned on a drastic angle making the submittal page difficult to read shall not be permitted and shall result in the submittal being rejected.

i. Some catalog sheets have colored backgrounds or colored text. When scanned these items appear black and obscure the printed text and markings by the contractor. For this reason, all scans of sheets with colored backgrounds or text shall be made in color. Sheets that are not readable due to obscured information shall be rejected.

j. Submittals for components of electrical equipment and systems shall identify the equipment for which they are a component part on each submittal sheet.

k. Shop Drawings: Drawings to include identification of project and names of Engineer(s), General Contractor, subcontractor and supplier, data, number sequentially and indicate the following:

1. Fabrication and erection dimensions.
2. Arrangements and sectional views.

3. Necessary details, including complete information for making connections with other work.
4. Kinds of materials and finishes.
5. Descriptive names of equipment.
6. Modifications and options to standard equipment required by the work.
7. Leave blank area, size approximately 5 x 5 inches, near title block for the Engineer's stamp imprint.
8. Point-to-point wiring diagrams.
9. Conduit/duct/raceway rough-in drawings.
10. See specific items of the Contract Documents for further requirements.

l. Submittal Product Data - Technical data is required for all items as called for in the Contract Documents regardless if item furnished is as specified.

1. Submit technical data verifying that the item submitted complies with the requirements of the Contract Documents. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate all optional equipment and changes from the standard item as called for in the Contract Documents. Furnish drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.
2. In order to facilitate review of product data, insofar as practicable, they shall be noted, indicating by cross reference the Contract Documents, note, drawing number and/or specification number and item paragraph numbers where item(s) occur in the Contract Documents.
3. See specific items in Contract Documents for further requirements.

106-2.4 PROCESSING SUBMITTALS:

a. Submit the PDF submittal and shop drawings per Specification section

b. The Contractor shall review, stamp with the Contractor's approval and submit to the Engineer, eight (8) prints of shop drawings, eight (8) copies of submittal books and three (3) sets of samples where required, as described in this item,

c. The General Contractor shall review the submittal books before submitting to the Engineer. No request for payment will be considered until the submittal book has been reviewed and submitted for review by the Engineer.

d. Product Data: For standard manufactured materials, products and items, submit one (1) copy or sets of data (per book).

e. Shop Drawings for custom fabricated items and systems:

1. Initially submit a transparency (suitable for reproduction) together with four (4) prints made the transparency.
2. When submittal is acceptable, furnish one (1) print per book made from the accepted transparency.

f. Acceptance: When returned to Contractor, the front of each submittal will be marked with the Engineer's stamp. If box marked "Submit Specified Item", or "Rejected" or "Revise and

Resubmit" is checked, submittal is not accepted and Contractor is to correct and resubmit as noted. If submittal is marked "Make Correction Noted" Contractor may begin construction utilizing the submitted item with corrections made. **However, the corrected submittal must be resubmitted for record keeping purposes.** Contractor is to comply with notation making necessary corrections on submittal and resubmit for final record.

g. If the submittal is marked "No Exception Taken" the Engineer took no exceptions to the submitted items.

h. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Contract Documents. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the Contractor's work with that of all other trades and performing all work in a safe and satisfactory manner.

i. Note that the acceptance of shop drawings or other information submitted in accordance with the requirements contained in this item, does not assure that the Engineer or any other Owner's Representative attests:

1. To the dimensional accuracy or dimensional suitability of the material or equipment involved.
2. The ability of the material or equipment involved to perform as designed.
3. The mechanical or electrical performance of equipment.

j. Approval of shop drawings does not invalidate the Contract Documents if in conflict; unless a letter requesting such a change is submitted and accepted on the Engineer's letterhead.

106-2.5 DELAYS:

a. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of shop drawings, or product data.

106-2.6 RE-SUBMITTALS:

a. The Engineer shall be reimbursed for engineering costs to review resubmittals subsequent to the second submittal.

PART 3 – RECORD DOCUMENTS

106-3.1 PROGRESS AND RECORD DRAWINGS:

a. Keep two sets of blue line prints on the job and neatly mark up design drawings each day as components are installed. **Red pencil shall be used for additions and green pencil for deletions. Use of "white out" or similar products is not permitted.**

b. All items on record drawings shall be shown in actual location installed. Drawings shall be inspected weekly, by the Engineer, for compliance and accuracy. Project payments shall be withheld if the marked-up drawings are not current.

c. Change the equipment schedules to agree with items actually furnished.

d. All hand holes, pull boxes, junction can plazas, manholes, underground ducts, conduits, force mains, drains, ground grids, etc. (all underground utilities) installed by this Contractor or located by this Contractor during the construction of this project shall be surveyed and recorded on the record documents. Record utility locations in state plane grid coordinates. Provide north-south, east-west coordinate and elevation.

e. At the end of the project, all changes shall be reviewed by the Electrical Contractor. The drawings shall be marked "As Built" and dated and signed by the Electrical Contractor's Superintendent.

f. Prior to request for final payment, furnish a set of "As Built" prints to the Engineer for review. The final prints shall be professionally drafted to indicate "As Built" conditions to the Engineer. The prints shall be stamped "As Built" signed and dated by the Contractor. The Contractor's signature shall certify to the Engineer that the "As Built" drawings are accurate and complete.

g. The Contractor's failure to produce representative "As Built" drawings in accordance with requirements of this item, shall be cause for the Engineer to produce such "As-built" drawings and the Contractor shall reimburse Engineer for all costs to produce a representative set of "As Built" drawings.

PART 4 – OPERATION AND MAINTENANCE MANUALS

106-4.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS:

a. The Operation and Maintenance Manual shall be submitted as a PDF document. As a minimum, the Operation and Maintenance Manual shall contain the following:

1. Safety precautions used while maintaining the equipment.
2. Theory of circuit and system operation.
3. Complete schematic and interconnecting wiring diagrams.
4. Complete parts list with each circuit component keyed to designations assigned on schematics and wiring diagrams. Complete information shall be given for each part to permit ordering for replacement purposes. This information shall include the components rating, name of manufacturer and the manufacturer's part number.
5. Recommended preventative maintenance, including care, cleaning lubrication, service intervals, etc.
6. Troubleshooting procedures.
7. Physical characteristics (weight, size, mounting dimensions, etc.).
8. Installation instructions.
9. Operating instruction.
10. Recommended spare parts and usage for a one (1) year period.

11. Submit for checking purposes a specific set of written operating instructions on each item, which requires instructions to operate. After acceptance, provide one copy for insertion in each Operation and Maintenance Manual.
12. Submit for acceptance maintenance information consisting of manufacturer's printed instructions and parts list for each major item of equipment. After acceptance, insert information in each Operations and Maintenance Manual. Detailed schematic diagrams shall be furnished for all electrical/electronic equipment.
13. Bill of materials.
14. Physical layout plans.
15. Equipment supplier list.
16. Panel schedules shall be submitted with the respective panel data.
17. Special instructions
18. Service maintenance contracts including the name, address and 24 hour phone number and contact of manufacturer’s authorized Repair Company.

There shall be no "Black Boxes" for which there are no schematic/wiring diagrams.

106-4.2 OPERATION AND MAINTENANCE MANUALS:

a. O & M Manuals shall consist of a PDF document. The manual shall be bookmarked into sections by Table of Contents, Project Contacts, and each technical specification section. Shop drawings, product data and/or catalog sheets shall be inserted into the O & M PDF by technical specification.

b. Provide correct designation of project on first page of each technical specification submittal section. Description sheet shall be white with black letters, minimum of 11” high and full width of page. Description shall describe project and match project Contract Document description. Description to include submittal type.

c. All documents inserted into the O & M Manual PDF, including but not limited to catalog cut sheets, theory of operation, and all other related product data, shall be the original documentation from the manufacturer.

d. Any scanned documentation shall be legible, and have the correct orientation in the pdf so the document can be read horizontally, from left to right, in line with all other pages in the O & M Manual. Failure to meet these requirements will result in the O & M Manual’s rejection. Upon rejection any errata shall be fixed and resubmitted to the engineer for approval.

e. Provide one O & M Manual for the following electrical system required by the contract documents:

106-4.3 OPERATION AND MAINTENANCE MANUAL CONTENTS:

a. Operation & Maintenance Manuals shall include:

1. First sheet in PDF shall be the cover sheet.
2. The second sheet shall be a table of contents.
3. The third sheet shall be filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

4. The fourth sheet shall also be filled out by Contractor and list project schedule information showing project “as completed”.
5. Shop Drawings: Shop drawings shall be a copy of the final and accepted shop drawings submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
6. Product data and/or catalog sheets shall be a copy of the final and accepted submittal submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
7. Warranty/Guarantee: Provide copy of warranty/guarantee and letters of certification, in respective location in O & M Manual PDF. Original warranty/guarantee shall be incorporated into separate project warranty PDF with warranty/guarantees provided for other items and submitted for Engineer review.

106-4.4 PROCESSING OPERATION AND MAINTENANCE MANUALS:

a. The General Contractor shall review the manuals before submitting to the Engineer. Submit one PDF set of O& M Manuals to the owner and one PDF set to the Engineer.

106-4.5 DELAYS:

a. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of the Operation and Maintenance Manuals.

106-4.6 RE-SUBMITTALS:

a. The Engineer shall be reimbursed the cost to review Operation and Maintenance Manual re-submittals subsequent to the second submittal.

PART 5 – METHOD OF MEASUREMENT

106-5.1 METHOD OF MEASUREMENT

a. The items described in Item SP-106 are incidental to other pay items and shall not be measured for payment.

PART 6 – BASIS OF PAYMENT

106-6.1 BASIS OF PAYMENT

a. No direct payment shall be made for the work described in Item SP-106. The work described in Item SP-106 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

PART 7 – SUBMITTAL LIST

106-7.1 SUBMITTAL LIST

a. The following is a list of materials expected by the Engineer to be incorporated within the project. This list is not all inclusive as the Contractor's chosen means and methods will have a direct impact on the materials used.

b. It is the intent of this item that all materials used or incorporated into this project is submitted to the Engineer for review.

c. The Contractor shall maintain a submittal register in accordance with Part 2 of this item. The Submittal register shall include all items used or incorporated into the project.

LIST TO FOLLOW:

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-100	1.4-A	CERTIFICATION OF ELECTRICAL CONTRACTOR'S EXPERIENCE
SP-100	1.4-A	COPY OF ELECTRICAL CONTRACTOR'S STATE ELECTRICAL LICENSE
SP-100	1.5-C	CERTIFICATION OF ELECTRICAL SUPERINTENDENT'S EXPERIENCE
SP-100	1.5-C	ELECTRICAL SUPERINTENDENT'S RESUME' AND COPY OF JOURNEYMAN ELECTRICIAN LICENSE

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-100	1.5-C	ELECTRICAL SUPERINTENDENT'S REFERENCES, AIRPORT NAME, CONTACT AND PHONE NUMBER
SP-100	1.5-F	COPY OF EACH JOURNEYMAN ELECTRICIAN'S LICENSE
SP-100	2.4-B	EXISTING FACILITIES INVESTIGATION MEMO
SP-100	2.4-E	SCHEDULED SHUTDOWNS
SP-100	2.5-A	WARRANTIES
SP-100	2.6-A	O&M MANUALS
SP-100	2.7-P	RECORD DOCUMENTS
SP-100	3.1-A	GENERAL LIGHTING PROVISIONS SUPERVISION
SP-100	3.1-K	COLOR CODE PAINT
SP-100	3.7-C	LOAD BALANCE TEST
SP-100	3.8-B	PHENOLIC NAMEPLATES 1 TO 1 SCALE DETAIL OF EACH NAMEPLATE
SP-100	3.11-A	WELDER QUALIFICATIONS
SP-100	3.11-A	WELDING PROCEDURES
SP-100	3.11-A	WELDER QUALIFICATION TEST
SP-100	GENERIC REQUIREMENT	PERMANENT BLACK MARKER
SP-100	GENERIC REQUIREMENT	SELF-ADHESIVE CLEAR PRINTED LABELS W/ BLACK TYPED LETTERS
SP-104	1.3-A	SAFETY PLAN (SD-01)
SP-104	1.9-A	WRITTEN VERIFICATION PROVIDING PROOF OF CORRESPONDENCE WITH REPRESENTATIVES OF ALL UTILITIES/AGENCIES TO LOCATE ALL EXISTING UTILITIES/SYSTEMS WITHIN THE PROJECT LIMITS
SP-104	4.1-A	TAGGING AND LOCKOUT PROCEDURE
SP-104	4.1-D	FAA 45 DAY WRITTEN NOTICE OF WORK
SP-104	4.2-F	TEMPORARY AIRFIELD LIGHTING/POWER PLAN
SP-104	4.2-L	INSULATION RESISTANCE TESTS ON EXISTING CIRCUITS TO BE MODIFIED BY CONTRACTOR
SP-105	1.2-A	VERIFICATION OF EXISTING CONDITIONS (SD-21)
SP-105	1.2-D	INSULATION RESISTANCE TESTS ON EXISTING CIRCUITS TO BE MODIFIED BY CONTRACTOR

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-105	1.8-A	DEMOLITION TASK PLAN
SP-105	1.8-B	EXISTING CABLE PROTECTION PLAN
L-108	2.1 - D	ALL MATERIALS AND EQUIPMENT USED TO CONSTRUCT THIS ITEM SHALL BE SUBMITTED TO THE ENGINEER
L-108	2.1 - F	WARRANTY
L-108	2.1 - G	CREW MIX
L-108	2.2	#8 AWG, 5KV L-824 AIRFIELD LIGHTING CABLE (6.6A)
L-108	2.2	L-824 SECONDARY CONDUCTORS, EXTENSION CORDS, ETC.
L-108	2.2	THWN-2 WIRE FOR CIRCUITS UP TO 600V
L-108	2.3	#2 AWG SOLID COPPER COUNTERPOISE
L-108	2.3	3/4” DIAMETER BY 10’ LONG COPPER CLAD STEEL SECTIONAL GROUND ROD
L-108	2.4 - A	CAST SPLICE INCLUDING BLOCKING COMPOUND, CONNECTORS, SPLICE AND CRIMPING TOOL
L-108	2.4 - B	FIELD-ATTACHED PLUG-IN SPLICE
L-108	2.4 - D	TAPED OR HEAT-SHRIINKED SPLICE METHODS
L-108	2.4 - D	CRIMP CONNECTORS AND CRIMPING TOOLS
L-108	2.4 - D	EXOTHERMIC CONNECTIONS INCLUDING ALL MOLDS, SHOTS AND MANUFACTURER'S INSTRUCTIONS
L-108	2.4 - D	BASE CAN GROUND CLAMPS
L-108	2.5	AIRFIELD LIGHTING CABLE SPLICER QUALIFICATIONS
L-108	2.5	AIRFIELD LIGHTING CABLE SPLICING DEMONSTRATIONS
L-108	2.8	CABLE IDENTIFICATION TAGS AND TYRAP
L-108	2.9	ALL ELECTRICAL TAPES
L-108	2.10	ELECTRICAL COATING
L-108	2.11	INSULATION RESISTANCE TESTS OF EXISTING CIRCUITS
L-108	2.12	DETECTABLE WARNING TAPE
L-108	3.1	L-823 CONNECTORS INCLUDING MANUFACTURER'S

Spec. Section Number	Spec Paragraph Number	Submittal Description
		INSTRUCTIONS
L-108	3.2	PULL ROPE
L-108	3.2	MOISTURE-SEAL TAPE
L-108	3.2	CABLE PULLING LUBRICANT
L-108	3.2	CABLE PULLING TENSION VALUES
L-108	3.9	EXOTHERMIC WELD MANUFACTURER'S INSPECTION / ACCEPTANCE CRITERIA
L-108	3.10-B	COUNTERPOISE CONTINUITY TEST
L-108	3.10-C	LIGHTING AND POWER CIRCUIT CONTINUOUS OPERATION TEST
L-108	4.3	GROUND ROD INSPECTION PITS
L-108	GENERIC REQUIREMENT	MECHANICAL LUGS AND TORQUING REQUIREMENTS
L-108	GENERIC REQUIREMENT	TORQUE WRENCH, CALIBRATION CERTIFICATE AND MANUFACTURER’S RECOMMENDED PRACTICES
L-108	GENERIC REQUIREMENT	WIRE NUTS
L-108	GENERIC REQUIREMENT	TERMINAL BLOCKS
L-108	GENERIC REQUIREMENT	SS WIRE MESH STRAIN RELIEF BASKETS FOR 5 KV CABLES
L-108	GENERIC REQUIREMENT	ELECTRICAL JOINT COMPOUND
L-109	2.1-D	AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT
L-109	3.14	GROUND RODS
L-109	3.18	CONTROL CIRCUIT CABLES
L-109	3.19	SHORT CIRCUIT ARC FLASH ANALYSIS
L-109		TESTING AND DEMONSTRATIONS
L-109	5.5	WIRE IDENTIFICATION
L-109	GENERIC	AIRFIELD ELECTRICAL VAULT MODIFICATIONS (SD-1)
L-109	GENERIC	TESTING REQUIRED BY EQUIPMENT MANUFACTURER

Spec. Section Number	Spec Paragraph Number	Submittal Description
	REQUIREMENT	
L-110	2.1	UNDERGROUND DUCT
L-110	2.2	RIGID GALVANIZED STEEL (RGS) CONDUIT
L-110	2.3-B	SCHEDULE 40 PVC CONDUIT (2")
L-110	2.4	SPLIT CONDUIT (4")
L-110	2.5	CONDUIT SPACERS AND DUCT PLUGS
L-110	2.6	CONCRETE
L-110	2.7	PRECAST CONCRETE STRUCTURES
L-110	2.8	FLOWABLE BACKFILL
L-110	2.9	DETECTABLE MARKER TAPE
L-110	3.1	RACEWAY
L-110	GENERIC REQUIREMENT	WEATHER PROOF CONDUIT HUBS
L-110	GENERIC REQUIREMENT	LOCKNUTS
L-110	GENERIC REQUIREMENT	GROUNDING BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	CONDULETS, COVERS AND GASKETS
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS
L-110	GENERIC REQUIREMENT	CABLE RACKS, SUPPORTS, TIES AND STRAPS
L-110	GENERIC REQUIREMENT	CONDUIT THREAD COMPOUND
L-110	GENERIC REQUIREMENT	COLD GALVANIZING COMPOUND
L-110	GENERIC REQUIREMENT	ASPHALTUM PAINT
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-111	2.1-A	SUBMIT ALL MATERIALS, TEST EQUIPMENT, WRITTEN PROCEDURES, EQUIPMENT CALIBRATION CERTIFICATES FOR PERFORMING THE FOLLOWING TESTS:
SP-111	2.1-C	FIELD TEST PLAN
SP-111	2.3-A	QUALIFICATIONS OF TESTING PERSONNEL
SP-111	2.3-E	QUALIFICATIONS OF CALIBRATION LAB
SP-111	3.1	COUNTERPOISE TESTING
SP-111	3.1	EXOTHERMIC WELD TESTS
SP-111	3.2	GROUND ROD TESTING
SP-111	3.3	FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING
SP-111	3.4	EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING
SP-111	3.5	NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING
SP-111	3.6	NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING
SP-111	3.7	CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS
SP-111	3.8	CONSTANT CURRENT REGULATOR CALIBRATION AND PERFORMANCE TEST PROCEDURE AND TEST EQUIPMENT
SP-111	3.9	FIXTURE WIRING SEQUENCE TESTING
SP-111	3.10	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ARC FLASH ANALYSIS
SP-111	GENERIC REQUIREMENTS	TESTING REQUIRED BY EQUIPMENT MANUF.
SP-111	GENERIC REQUIREMENTS	TORQUING OF ELECTRICAL TERMINATIONS
SP-111	GENERIC REQUIREMENTS	TORQUING OF ANCHOR BOLTS
L-115	2.7	FRAMES AND COVERS
L-125	1.1	INSTALLATION OF AIRPORT LIGHTING SYSTEMS (SD-01, -09, -20)
L-125	2.1	AIRFIELD LIGHTING FIXTURE MANUFACTURER QUALIFICATIONS

Spec. Section Number	Spec Paragraph Number	Submittal Description
L-125	2.1	GUARANTEE
L-125	2.7	RUNWAY AND TAXIWAY LIGHTS - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, ADAPTER RINGS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS, ACCESSORIES AND INCIDENTALS.
L-125	2.8	RUNWAY AND TAXIWAY SIGNS - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, SIGN TETHERS, SS ANCHOR BOLTS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS , ACCESSORIES AND INCIDENTALS.
L-125	2.13	L-830 ISOLATION TRANSFORMERS
L-125	3.1	INSTALLATION
L-125	3.2	TESTING OF HARDWARE
L-125	5.1	EACH COMPONENT SHALL BE IDENTIFIED WITH THE SPECIFIC PAY ITEM OF WHICH IT IS A COMPONENT PART. COMPLETE ASSEMBLIES SHALL BE SUBMITTED FOR EACH PAY ITEM.

APPENDIX 1

"EXAMPLE OF COVER SHEET"

AIRPORT NAME

AIRPORT OWNER

PROJECT NAME

AIRPORT PROJECT NUMBER

AIP#

DOT#

AIRFIELD LIGHTING SYSTEM

OPERATION AND MAINTENANCE MANUAL

OWNER MANUAL #1

Note:

Submittal books and spline information similar.

END OF ITEM SP-106

ITEM SP-111 AIRFIELD ELECTRICAL INSTALLATION TESTING

PART 1 – DESCRIPTION

111-1.1 GENERAL:

A. This item shall consist of performing all tasks necessary to prove proper performance of electrical and airfield lighting systems. Airfield lighting systems include airfield signage systems, approach lighting systems and other associated NAVAIDS.

B. Drawings, general provisions and special provisions of the Contract Documents, including Contractual Conditions and Division 1 Specification sections apply to this Item.

C. This section describes the electrical quality control testing furnished by the Contractor. The Contractor shall provide all testing as required by this item, including retesting of failed items. All items furnished and/or installed by the Contractor shall be tested in accordance with this item.

D. The Contractor shall provide for all electrical testing to confirm that the installations associated with this project comply with the Contract Documents. Contractor shall engage an independent organization to perform the short circuit/coordination/device evaluation/arc flash analysis.

E. The Contractor shall furnish all equipment, labor, supervision, transportation, materials and appliances necessary or required for testing the airport lighting systems before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the pay item for the respective item being tested.

F. Any system installation errors or discrepancies of installation not in conformance with the Contract Documents shall be corrected at no additional cost to the Owner. Equipment, cables and other components which do not satisfy the test requirements of this Item shall be removed and replaced with new equipment, cables and other components which do satisfy the requirements of this item with no additional cost to the Owner. Any necessary retesting shall be performed at no additional cost to the Owner.

G. There are no approved "repair" procedures for items that have failed testing other than complete replacement. The Contractor shall replace all items that may be damaged during testing at no additional cost to the Owner.

H. Weather information necessary to complete the testing forms may be obtained from the listed website http://www.faa.gov/air_traffic/weather/asos/ by double clicking on the respective state and airport ID.

PART 2 – EQUIPMENT AND MATERIALS

111-2.1 SUBMITTALS:

A. Materials and equipment covered by this item shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment, materials, methods and record keeping procedures shall be submitted to the Engineer for review.

B. The submittal shall include a list of the proposed test and measurement equipment to be used, the test and measurement equipment serial number, the current calibration certificate for each piece of equipment and a written description of the proposed test. A copy of the test and measurement equipment manufacturer's recommended test procedure is acceptable as a written description of the proposed test.

C. Submit a proposed field test plan, 60 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits. The Contractor shall submit a complete list of required tests and a proposed schedule and duration of the tests. The schedule shall be integrated with the overall project schedule. The Contractor shall update the testing schedule on a monthly basis for the duration of the project.

D. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See Item SP-106 for submittal requirements.

E. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

111-2.2 SAFETY:

A. Dangerous voltages are present during the system testing. The Contractor is solely responsible for the safety of all personnel involved in the testing activities and shall ensure that all testing areas are secured to prevent the entry of unqualified personnel.

B. Observe all safety instructions or precautions recommended by testing equipment manufacturer.

C. The Contractor shall perform a "Hazard/Risk Evaluation" of each test site and procedure. The Contractor shall provide a job briefing and install the necessary barriers and barricades at the respective approach boundaries prior to starting the testing.

D. The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any device or equipment which is damaged due to improper test procedures or handling.

E. In addition to compliance with the Contractors safety program, the Contractor shall comply with the following documents/programs:

1. OSHA, 29CFR1910 Occupational Safety and Health Standards

2. OSHA 29CFR1926 Safety and Health regulations for Construction

3.	NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
4.	NFPA 70E	Standard for Electrical Safety in the Workplace
5.	AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
6.	Owner's safety program.	

111-2.3 QUALIFICATIONS:

A. Each person performing testing shall have a minimum of 5 years (2,000 hours per year) of successful testing experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. Person performing testing shall be certified as a "Qualified Person". The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor's Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. Person performing testing may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of person performing testing experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed person performing testing has completed the required electrical experience. Work shall not start prior to approval of the person performing testing, unless under the direct supervision of the Contractor's Electrical License qualifier.

B. The person performing the tests shall be a "qualified person" as defined in NFPA 70E and OSHA 29 CFR 1926.32(l).

C. The person performing the tests shall be thoroughly familiar with the test equipment used in the test performed and shall be sufficiently experienced to detect equipment abnormalities or questionable data obtained during the test procedure.

D. Each piece of test and measurement equipment utilized to demonstrate compliance with the Contract Documents shall be calibrated. The level of calibration shall be *"NIST traceable, Z540 Calibration with Data*". The test and measurement equipment calibration shall be valid for one year. At any time, the Engineer may require the Contractor to have a piece of test and measurement equipment recalibrated. Should the Engineer have any reason to doubt the accuracy of a piece of test and measurement equipment, even within current calibration, the test and measurement equipment shall be removed from the project. The Engineer shall determine which tests shall be redone due to the malfunctioning equipment.

E. The test and measurement equipment calibration lab as a minimum shall meet the requirements of ANSI/NCSL Z-540 and shall be A2LA accredited.

111-2.4 TESTING COORDINATION:

A. After installation of all required components and before final acceptance, in accordance with project phasing and schedule make required tests to determine proper function of all circuits.

B. Ten days prior to any testing the Contractor shall notify the Engineer of the need to perform testing. A mutually agreed upon time and date for each test will be set. All requirements under this item shall be coordinated with the Engineer.

C. The Contractor shall perform the necessary inspection and tests for some items concurrently with the installation because of subsequent inaccessibility of some components.

D. The Contractor shall ensure that all test and measurement equipment, accessories and qualified personnel are available prior to scheduling tests.

E. Forty-eight (48) hours prior to each test the Contractor shall send the Engineer a written confirmation that the scheduled test will occur at the proposed date and time. Any rescheduling of the test shall be coordinated with the Engineer.

F. The Engineer shall be provided reasonable opportunity to observe all tests. Testing shall not proceed until the Engineer or designated representative is present to observe the testing, or until the Engineer has provided written instruction to proceed with the testing in the Engineer's absence.

G. All test results shall be recorded by the Contractor and witnessed by the Engineer. Test results shall be submitted in the O&M Manuals in accordance with Item SP-106.

111-2.5 TEST AND MEASUREMENT EQUIPMENT:

A. Electrical test and measurement equipment shall be an off the shelf item, not a one of a kind prototype. The test and measurement equipment shall be manufactured by a firm regularly engaged in the manufacture of precision electrical test and measurement equipment for the industrial, commercial and utility marketplace. Typical accuracy for test equipment shall be $\pm$ 2% of instrument reading and shall be TRUE RMS.

B. The Engineer shall confirm that the test and measurement equipment proposed for use by the Contractor is suitable for the intended use. The Engineer shall have sole discretion to determine if the test and measurement equipment is suitable for the intended use.

C. The ground point for the cable test equipment shall be the vault ground bus. The vault ground bus, vault ground system, airport ground grid and counterpoise system shall be complete prior to cable testing.

PART 3 – CONSTRUCTION METHODS

111-3.1 COUNTERPOISE TESTING:

A. Continuity of counterpoise system shall be checked by visual inspection as construction progresses, prior to work being covered up.

B. Verification of counterpoise system continuity shall be checked by visual inspection at accessible locations during normal inspections.

C. Verification of counterpoise system continuity to the vault grounding system shall be tested with a micro-ohmmeter. Micro-Ohmmeter shall be Megger Ductor DLRO-10 or accepted equivalent. Resistance readings shall be corrected to standard temperature.

D. Should the counterpoise or ground grid conductors be damaged or are suspected to be damaged by construction activities (in the opinion of the Engineer) the Contractor shall test the conductors for continuity with a micro-ohmmeter. The conductors shall be isolated such that there is no parallel path. Alternatively, the Contractor may conduct tests and through mathematical computations prove the continuity of the conductors.

E. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

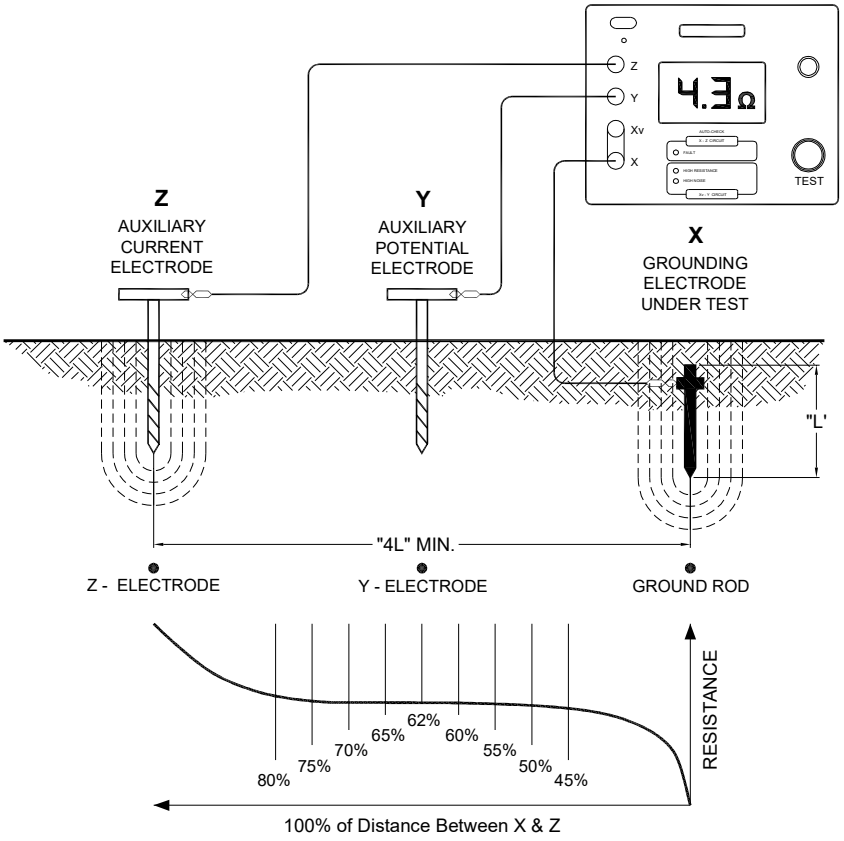
F. Record test results on the record drawing set indicating point to point readings.

111-3.2 GROUND ROD TESTING:

A. Contractor shall provide equipment and personnel to measure the resistance to earth of each ground rod installed. Earth resistance measurement tests shall adhere to recommendations of IEEE Standard 142, latest edition.

B. Earth resistance measurements shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. Initially the Contractor shall test each ground rod in accordance with the following instructions. The horizontal distance between the Ground Electrode Under Test (Electrode **X**) and the Auxiliary Current Electrode (Electrode **Z**) shall be 4 times the depth (length) of the ground electrode under test.



D. The three electrodes shall be installed in a straight line in a direction away from other underground metallic items. The test leads shall be separated.

E. The first test shall be conducted with the Auxiliary Potential Electrode (Electrode **Y**) at 45% of the distance between the **X** and **Z** electrodes. The earth resistance shall be measured and recorded at the 45% position. The **Y** electrode will then be moved 5% closer to the **Z** electrode to the 50% position and the earth resistance shall be measured and recorded. The previous steps will be repeated at 5% distance intervals through the 80% position. Graph the resultant points on the form provided at the end of this item.

F. The above test method shall be utilized at each new ground rod installation until otherwise determined by the Engineer. The Engineer will use the acquired data to establish a revised distance ratio between the **X** and **Z** electrode.

G. Once the new electrode distance ratio is set by the Engineer, the Contractor may perform the tests with a single test position for electrode **Y**.

H. Earth resistance tests shall be performed as each ground rod is installed. Earth resistance tests shall be conducted prior to the connection of any grounded, grounding or counterpoise conductors. Ground rods not in compliance with the not to exceed maximum earth resistance shall have an additional 10' section(s) added until the required earth resistance is achieved.

I. Should the Contractor install 100 feet of sectional ground rod (ten rods) at a single location and not achieve the required earth resistance, the Contractor shall stop installing rods at this specific location and contact the Engineer for resolution.

111-3.3 FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING:

A. Each field lightning arrestor assembly (FLA) shall receive an inspection upon receipt by the Contractor.

B. The Contractor shall group the FLAs by circuit. Mark each FLA with circuit designation and unique number.

C. Each FLA shall be tested for continuity between the airfield lighting series circuit L-823 connectors. A reading of 200 milliohms or less is acceptable.

D. Each FLA shall have its internal resistance tested between the airfield lighting series circuit L-823 connector and the grounding screw. A reading of less than 10 gigohms is cause for rejection. Any FLA testing less than 10 gigohms shall be rejected.

E. The FLA internal resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

F. The Contractor shall then interconnect each FLA within that circuit to the other. The Contractor shall interconnect the ground screws on each unit with a #12AWG bare copper conductor. The Contractor shall then megger test the FLA circuit assembly and record the reading.

G. The Contractor shall repackage the FLA units, maintaining the circuit designations. The FLA shall be stored in a clean dry location until installation in the base cans.

H. Record data on insulation resistance test form provided at the end of this item.

111-3.4 EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING:

A. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the existing circuit's insulation resistance shall be tested.*The Contractor shall measure and record the insulation resistance of ALL airfield lighting circuits prior to starting any work.* The test shall be performed prior to any activity which could possibly affect or impact the respective circuit. The Contractor shall record the results on forms included at the end of this item.

B. The existing airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

C. Observe required safety precautions.

D. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for two (2) minutes). Record data at 30 second intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

E. When the work effecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included at the end of this item. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading.

F. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor.

G. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

111-3.5 NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING:

A. After new cable installation and before the operating test or connection to an existing system, the airfield lighting series circuit cable system shall be given a circuit internal resistance (continuity) test.

B. This test shall be conducted at the proposed point of connection to the Constant Current Regulator and shall be used to prove continuity of the entire circuit. The Contract Documents shall be reviewed to confirm proper circuit routing, connection and installation of necessary components prior to testing.

C. No Field Lighting Arrestor Assemblies shall be installed in the circuit during the internal resistance (continuity) test. No airfield lighting fixtures or signs shall be connected to the secondary of the L-830 isolation transformers internal resistance (continuity) test.

D. The L-824C series circuit cable, complete with all L-823 connectors and L-830 isolation transformers installed, shall be tested for continuity. The cable, connectors and transformers shall be in their final configuration, ready for connection to the constant current regulator (CCR).

E. Observe required safety precautions.

F. The circuit's internal resistance (continuity) test shall be performed using an ohmmeter with sufficient output to measure the circuit's internal resistance. The expected internal circuit resistance should be between 20 ohms and 70 ohms.

G. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

H. Upon successful completion of circuit's internal resistance (continuity) test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.6 NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING:

A. Upon successful completion of the airfield lighting circuit's internal resistance (continuity) test perform an airfield lighting circuit insulation resistance test.

B. In addition to successfully completing the airfield lighting circuit internal resistance (continuity) test, all prerequisite conditions required prior to performing the airfield lighting circuit internal resistance (continuity) test shall be performed prior to starting the airfield lighting circuit insulation resistance test.

C. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

D. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

E. Observe required safety precautions.

F. Ground all other conductors within the conduits or ducts containing the conductor under test.

G. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

H. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

J. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.7 CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS:

A. Upon successful completion of the airfield lighting install and connect all airfield lighting fixtures, signs and perform an airfield lighting circuit insulation resistance test. Conduct test similar to test performed above (111-3.6).

B. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

D. Observe required safety precautions.

E. Ground all other conductors within the conduits or ducts containing the conductor under test.

F. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

G. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

H. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

I. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

J. Install respective circuit designated FLA assemblies. Use the sum of reciprocals rule to calculate the final circuit insulation resistance. Perform insulation resistance test on completed circuit in accordance with above criteria. Record final circuit insulation resistance value on form provided at the end of this Item.

111-3.8 CONSTANT CURRENT REGULATOR (CCR) TESTS:

A. Each constant current regulator shall be examined to ensure that porcelain bushings are not cracked, no shipping damage has occurred, internal and external connections are correct, switches and relays operate freely and are not tied or blocked, fuses, if required, are correct, and liquid level of liquid-filled regulators is correct. Relay panel covers shall be removed only for this examination; it is not necessary to open the main tank of liquid-filled regulators. The Contractor shall comply with the manufacturer's startup and operational instructions. Covers shall be replaced tightly after completing examinations and tests.

B. Verify the supply voltage and nameplate input voltage are the same. Verify CCR is properly grounded. With the loads disconnected, regulator shall be energized and the open circuit protector observed to ensure that it de-energizes the regulator within 2 seconds.

C. Comply with the manufacturer's recommendation for calibration and set up of each new CCR and each existing CCR connected to a new or modified airfield lighting circuit. The regulator output current and voltage shall be calibrated using a true RMS meter. The CCR calibration shall be complete prior to making any other CCR measurements.

D. Verify all airfield lighting fixtures and loads are operational.

E. Complete an Airfield Lighting Circuit Data Sheet for each new CCR and each existing CCR connected to a new or modified airfield lighting circuit.

F. A sample Airfield Lighting Circuit Data Sheet is included at the end of this Item.

G. Record notable current, voltage or power wave forms of the circuits tested to demonstrate and identify normal operation and any unusual circuit characteristics.

H. Comply with the manufacturer's recommendation for calibration and set up of each new CCR and each existing CCR connected to a new or modified airfield lighting circuit. The regulator output current and voltage shall be calibrated using a true RMS meter. The CCR calibration shall be complete prior to opening the lighted pavement to aircraft and prior to performing photometric testing.

I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

J. Perform required testing to complete information requested on the Airfield Lighting Circuit Data

111-3.9 FIXTURE WIRING SEQUENCE TEST:

A. The fixture wiring sequence testing shall be performed at night with minimum interference to airport operations.

B. The Contract Documents require all taxiway edge lighting fixtures be wired in numerical order. Lights shall be wired in numerical sequence without zig-zagging back and forth across the runway or taxiway.

C. To verify proper wiring sequence from fixture to fixture temporary intentional grounds shall be inserted into the 5 kV airfield lighting series circuits. The temporary intentional grounds shall be inserted in sequence, one location at a time, at each PC, PT or PI where the cable returns (loops in the same conduit) with the fixture conductor. The Engineer shall designate each point as circuiting is completed.

D. The Contractor is solely responsible for the safety of all personnel, materials and equipment within the construction area. In addition to the Contractor's requirements each temporary intentional ground location shall be barricaded. The barricade shall extend a minimum of twenty-five (25) feet in all directions around the temporary intentional ground. No one shall be allowed within the barricaded area during the test.

E. All wiring for the 5 kV airfield lighting series circuits shall be complete prior to the sequence testing. The test circuit shall consist of the #1 conductor connected between the constant current regulator (CCR) output terminal S1 and the lowest numbered airfield lighting fixture. The #3 conductor connected from fixture to fixture to the first test point noted in the Contract Documents. A temporary intentional ground shall be inserted at this point. The constant current regulator (CCR) output terminal S2 shall be connected to a temporary intentional ground. Each temporary intentional ground shall be barricaded. All personnel shall be outside the barricade. The CCR shall be energized remotely. A visual inspection of the airfield lighting fixtures shall be made to determine proper wiring sequence.

F. The temporary intentional ground shall be moved to the next test point and this procedure shall be repeated for each temporary intentional ground.

G. The final temporary intentional ground for each circuit shall test proper routing of the #1 wire from the CCR output terminal S1 to the lowest numbered fixture. The temporary intentional grounds shall be placed at the output terminal S1 of the CCR and on the #1 wire side of the lowest numbered fixture. Each temporary intentional ground shall be barricaded. All personnel shall be

outside the barricade. The CCR shall be energized remotely. A visual inspection of the airfield lighting fixtures shall be made to determine proper wiring sequence.

H. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents and retest.

I. Once proper wiring sequence has been verified remove all intentional temporary grounds and place 5 kV airfield lighting series circuits in proper working order.

J. Systems tests shall confirm by demonstration that all airfield lighting circuits are in required operating condition in accordance with the Contract Documents.

111-3.10 SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS:

A. The Owner has an existing Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis for the 17R Airfield Lighting Vault. As a result of this project, a second updated analysis is necessary.

B. A Short Circuit, Coordination, Device Evaluation and Arc Flash analysis shall consist of the tasks listed below:

1. This analysis will include: One Line Diagrams, Short Circuit Analysis, Coordination Analysis and Arc Flash Analysis and labels.

2. The selected firm's field service engineer will perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will provide Arc Flash labels with the Arc Flash Analysis. The components worst case value will be considered the available arc flash energy at that point in the system. The Arc Flash Labels will be similar to the example below. The Contractor shall install the new Arc Flash labels and remove all old Arc Flash labels being updated.



ARC FLASH HAZARD LABEL

3. This work will NOT include analysis of any future equipment, or repair or replacement of any electrical equipment found to be damaged or broken.

4. Seven copies of the written analysis and drawings shall be provided at the conclusion of the project. Two copies shall be assigned to the Owner, one copy assigned to the Engineer and one copy shall be inserted in each O&M Manual

C. Two possible vendors/firms to perform the analysis are:

1. Eaton Electrical Services and Systems, Wayne Thompson, 863-287-3985, waynethompson@eaton.com

2. Easy Power, ESA Incorporated, (503) 655-5059 (ask for Engineering Services) services@EasyPower.com or http://www.easypower.com/services/engineering.php

Additional firms may be determined as an accepted equivalent to the firms listed above.

PART 4 – METHOD OF MEASUREMENT

111-4.1 METHOD OF MEASUREMENT:

A. With the exception of the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis, the items described in this section are incidental to other items and shall not be measured for payment.

B. A pay item has been established to provide for payment for the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis described above in Section 3.14. Each Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis shall be measured by the completed unit installed, in place, completed, and accepted.

PART 5 – BASIS OF PAYMENT

111-5.1 BASIS OF PAYMENT:

A. No direct payment shall be made for the work described in this item, except for the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. The work described in this item is incidental to other pay items and shall be paid for in the respective bid item of which it is a component part.

B. Payment shall be made at the contract unit price for Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and supervision, engineering, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, site visits and investigation, where required, to complete this item in conformance with the Contract Documents.

Payment will be made under:

Item SP-111-1 Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis -- per Each (EA)

END OF ITEM SP-111

AIRFIELD LIGHTING CIRCUIT DATA SHEET

Circuit Designation:

Date:

Circuit Description:

Ph. Wire Size/Type:

Source Panel/Ckt

GND. Wire Size/Type:

Panel ∅; CB Size:

Conduit Size/Type:

CCR Size:

CCR Output Amps:

CCR Manufacturer:

Yr. Manufactured:

CCR Type No.:

Part No.:

Output Amp Steps: **/ / / /**

Input Volts: Ph.: Hz.:

Input Amps:

Control Voltage:

Serial Number:

Oil Capacity: **Gal.** Oil Test Date:

Weight: **lbs.**

CCR Insp./Calib.: Date:

Circuit Age: **Years**

Insul. Resist. at 1 min.: **Ω @ 1000 V**

Weather:

Lamps in Ckt.: Lamp Watts:

Lamps Out:

Manufacturer's Set up and Calibration Completed by: _____

	Calibration	LOAD TEST							
Step	Output Amps	Output Amps	Output Voltage	Output KVA	Output PF	Input Amps	Input Volts	Input KVA	Input PF
B1/B10									
B2/B30									
B3/B100									
B4									
B5									

Comments:

Earth Resistance Test

Instrument Mfg. _____ Test Date _____

Model _____ Operator Name _____

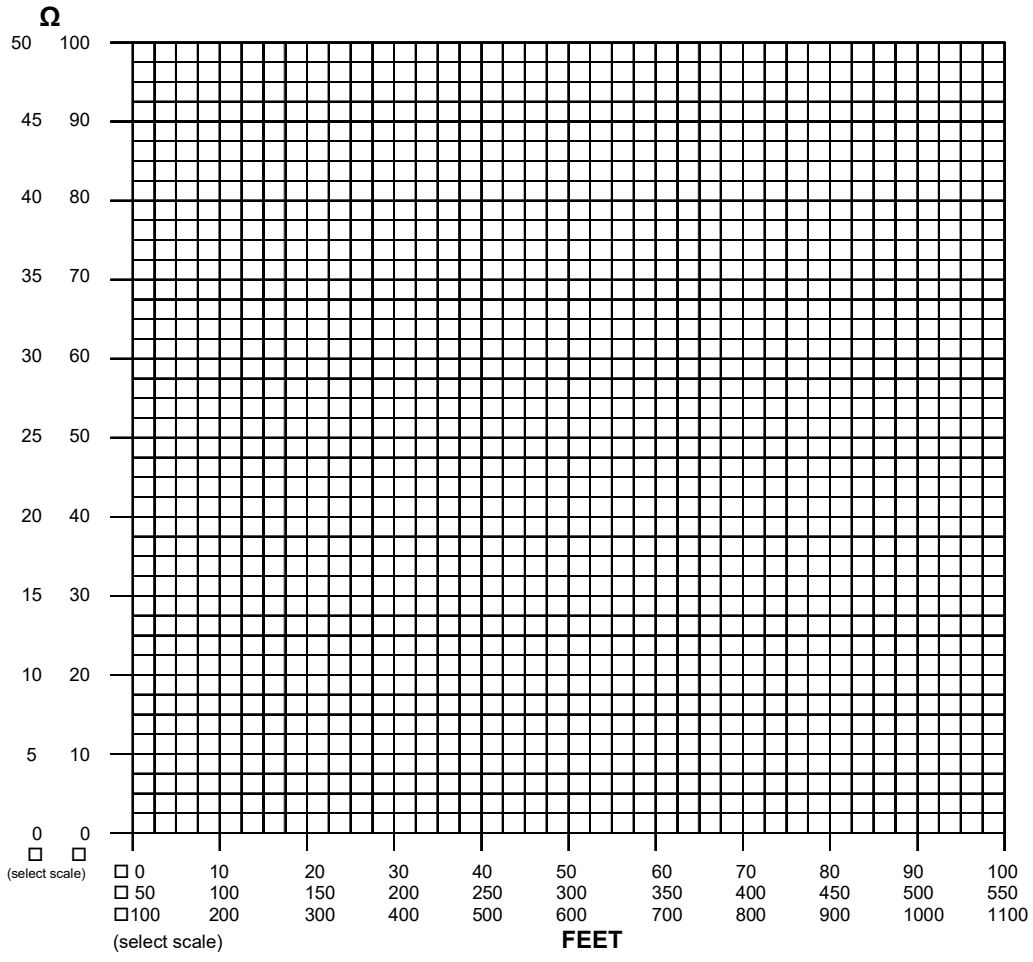
Serial Number _____ Test Location _____

Test Conditions				
Soil Condition:	☐ Moist	☐ Dry	Temperature _____ °F °C	
Soil Type: (choose one)	☐ Clay	☐ Limestone	☐ Sand & Gravel	
	☐ Granite	☐ Shale	☐ Sandstone	
	☐ Loam	☐ Slate	☐ Other _____	

Weather Conditions
Relative Humidity: _____
Precipitation Accumulation: _____
Sky Conditions: _____

Grounding System
☐ Single Rod
Rod Depth _____ft

%	Voltage Electrode (Y) distance from Ground rod under test (X) FEET	Measured Resistance OHMS
100	_____	_____
90	_____	_____
80	_____	_____
70	_____	_____
60	_____	_____
50	_____	_____
40	_____	_____
30	_____	_____
20	_____	_____
10	_____	_____
0	_____	_____



Comments: _____

_____

_____

Airfield Lighting Circuit Continuity and Insulation Resistance Testing

Date: _____ Start Time: _____ / Stop Time _____

Circuit Designation: _____	Circuit Description _____	Circuit Length _____
Circuit Operating Voltage _____	Circuit Isolation Transformers Qty/Size: _____	
Hazard Risk Evaluation Performed? Yes No	Ambient Temperature: _____ Sky Conditions.: _____	Relative Humidity: _____ Rain last 48hrs: _____
Test Equipment: Manufacturer _____	Model # _____	Serial# _____ Upper Range Limit: _____
Associated Equipment included in test: _____		
Circuit Continuity: _____	Test Voltage: _____	Cable Manufacturer: _____
Tested by: _____	Witness: _____	

Minutes	0.25	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
Reading												
Correction												

Megohms: Infinity, 10,000, 5,000, 3,000, 2,000, 1,000, 800, 600, 400, 300, 200, 150, 100, 80, 60, 40, 30, 20, 15, 10, 6, 4, 2, 1, 0.6, 0.2, 0.1, 0.06, 0.02, Zero

Comments: _____

TECHNICAL SPECIFICATIONS

ITEM C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least ten (10)calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority,

and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

1. Professional Engineer with one (1) year of airport paving experience.

2. Engineer-in-training with two (2) years of airport paving experience.

3. National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

4. An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

2. Performance of all QC tests as required by the technical specifications and paragraph100-8.

3. Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description
2. Compliance with approved submittals
3. Proper storage of materials and equipment
4. Proper operation of all equipment
5. Adherence to plans and technical specifications
6. Summary of any necessary corrective actions
7. Safety inspection.
8. Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

1. Technical specification item number and description
2. Test designation
3. Location
4. Date of test
5. Control requirements
6. Test results
7. Causes for rejection
8. Recommended remedial actions
9. Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

1. Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
2. Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 50% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 50% or more of the original contract is earned, an additional 40%.

c. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP) – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor’s capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

a. Temporary Air & Water Pollution, Soil Erosion, and Siltation Control shall be per lump sum and shall be measured and paid at the discretion of the Engineer/RPR for actual work completed.

b. Installation and removal of silt fence will be measured by the linear foot, in-place, completed an accepted by the RPR. No measurement or payment shall be made for repairs, cleaning, inspecting, or replacement of damaged silt fence. It is the responsibility of the Contactor to install and maintain silt fence for the duration of the project. Removal of silt fence at the conclusion of the project, once vegetation has been established, shall be included in the unit price per length for silt fence.

c. Installation of storm drain inlet protection and turbidity barriers shall be made on a per each basis. No separate measurement or payment shall be made for maintenance or cleaning of inlet protection devices or turbidity barriers, nor shall separate measurement or payment be made for removal of devices at the conclusion of the project, as this work shall be considered a subsidiary obligation of the Contractor.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a Temporary Air & Water Pollution, Soil Erosion, and Siltation Control – per lump sum

Item C-102-5.1b Installation and Removal of Silt Fence – per linear foot

Item C-102-5.1c Storm Drain Inlet Protection – per each

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **ten (10)** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes.

In addition, the Contractor shall provide the following items to the RPR/Engineer at least 1 week prior to the first day of construction.

- Two (2) mobile hotspot device, with unlimited data and 5G connectivity. Mobile hotspots shall be "Inseego MiFi X PRO 5G" if provided with T-Mobile service, "Orbic Speed 5G UW Mobile Hotspot" if provided with Verizon service, or "Netgear Nighthawk M6 Pro" if provided with AT&T Service, or approved equivalent. Regardless of service provider, unlimited data plan shall not include "data throttling". Contractor shall lease and maintain the devices for the duration of the project, including construction closeout. Hotspots will be returned to the Contractor after the project and the grant have been fully closed out. Close out of the project and grant can take up to 6+ months after substantial completion of the project, and the Contractor shall plan accordingly.

- Two (2) Apple iPad Air Tablets (5th Generation or later), 64GB storage capacity minimum, Wi-Fi enabled, with Otter Box Defender Protective Cases.

- Two (2) License/Subscriptions to PlanGrid software for use in the field for viewing and maintaining construction documents. Licenses/Subscriptions shall be provided, available upon (or before) delivery of the iPads to the RPR/Engineer.

- Two (2) Computer Desks/Office Desks and office chairs for use by inspection staff for the duration of the project and project closeout.

- One (1), large, office meeting table and twelve (12) office chairs for weekly progress meetings in the space dedicated to the RPR/Engineer.

- One (1) combination printer, copier, scanner, capable or printing, scanning, and copying documents up to and including 12”x18” in size. Combination printer, copier, scanner, shall be

- Wi-Fi enabled and capable of communicating with standard PC’s and Tablets in use by the project staff. Contractor shall provide the machine, paper, ink, maintenance and upkeep for the duration of the project and the project closeout.

- One (1) upright water cooler. A minimum of 3 water jugs shall be provided initially and shall be replaced at a duration/frequency as requested by the RPR/Engineer.

- Contractor shall provide cleaning and trash removal services for the dedicated office space for the duration of the project and the project closeout.

- Contractor shall provide a mini refrigerator, microwave, and coffee maker for the dedicated office space for the duration of the project and the project closeout.

- Contractor shall keep the dedicated office space stocked with paper products, toiletries, and cleaning supplies, and hand sanitizer as requested by the RPR/Engineer, including but not limited to; paper towels, toilet paper, Clorox sanitizing wipes, brooms/mops/vacuums, etc.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization (10%) – per lump sum
Item C-105	Field Office – per lump sum

Item C-105 Field Office Equipment – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM C-110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x_1 + x_2 + x_3 + \ldots x_n) / n}$$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$
and
$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
A-2 = 97.55
A-3 = 99.30
A-4 = 98.35
n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + . . . x_n) / n$
$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
$X = 97.95\%$ density

3. Calculate the standard deviation for the lot.

$S_n = \mathbf{[}((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)\mathbf{]}^{1/2}$
$S_n = \mathbf{[}(1.82 + 0.16 + 1.82 + 0.16) / 3\mathbf{]}^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and n= 4.

PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 = 5.00
A-2 = 3.74
A-3 = 2.30
A-4 = 3.25

2. Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 . . . n) / n$
$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
$X = 3.57\%$

3. Calculate the standard deviation S_n for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178 Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of **3/4 inch**. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site , it shall be broken to a maximum size of 3/4 inch.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay and remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only, cold milling, rotary grinding, and sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed on-site as directed by the RPR. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans, off-site within a 5-mile radius of the airport, or as directed by the Owner or Engineer.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be submitted by the Contractor for approval by the Engineer if required.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with random crack saw by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be submitted by the Contractor for approval by the Engineer if required.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% ASTM D1557**.**

b. Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of ASTM D1557, when outside of paved areas must be compacted to 95% of ASTM D698.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 Cold milling. The unit of measurement for cold milling shall be the number of square yards removed by the Contractor. Any pavement outside of the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Asphalt depths vary throughout the project, but generally do not exceed 6”.

101-4.3 Pavement Marking Removal. The unit of measurement for pavement marking removal shall be the number of square foot removed by the Contractor. Any marking removed outside the limits of removal because the marking was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

101-4.4 Removal of Pipe and other Buried Structures. The unit of measurement for removal of pipe and other buried structures will be made at the contract unit price for each completed and accepted item. This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1 Cold Milling Existing Pavement, Full Depth – per square yard

Item P-101-5.2 Cold Milling Existing Pavement, 0.25” Nominal Depth – per square yard

Item P-101-5.3 Obliterate Existing Surface Paint Markings – per square yard

Item P-101-5.4 Removal of Existing Drainage Pipe – per linear foot

Item P-101-5.5 Removal of Existing Drainage Structure – per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. **Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

b. Rock excavation. Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard (0.4 m^3) will be classified as “rock excavation.”.

c. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the

design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for Unclassified Excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus

excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant**.**

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557 As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor’s demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the [RPR][contractor] for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum density as

determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with item T-904.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance . If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and After compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi in the presence of the RPR. Apply a minimum of double coverage, or as specified by the

RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D698 procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 1,000 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor’s expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/-0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the comparison of digital terrain model (DTM) surfaces**.** The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of unclassified, rock , borrow excavation to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 Borrow excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.3 Rock excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation – per cubic yard
Item P-152-4.2	Borrow Excavation – per cubic yard
Item P-152-4.3	Rock Excavation – per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))

ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM P-153 CONTROLLED LOW-STRENGTH MATERIAL (CLSM)

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

a. Cement. Cement shall conform to the requirements of ASTM C-150 Type I/II.

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 µm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

153-3.1 Proportions. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi (690 to 1379 kPa) when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch (200 mm) diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F (2°C) and rising. Mixing and placement shall stop when the air temperature is 40°F (4°C) and falling or when the anticipated air or ground temperature will be 35°F (2°C) or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F (4°C).

153-4.2 Curing and protection

a. Curing. The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F (0°C), the material may be rejected by the RPR if damage to the material is observed.

b. Protection. The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi (105 kPa) is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

ITEM P-211 LIME ROCK BASE COURSE

DESCRIPTION

211-1.1 This item shall consist of a base course composed of lime rock constructed on the prepared underlying course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

211-2.1 Materials. The lime rock base course material shall consist of fossiliferous limestone of uniform quality. The material shall not contain hard or flinty pieces that will cause a rough surface containing pits and pockets. The rock shall show no tendency to “air slake” or undergo chemical change when exposed to the weather. The material when watered and rolled shall be capable of compacting to a dense and well-bonded base.

Lime Rock Base Course Material Properties[2]

	Oolitic	Non-Oolitic
Carbonates of calcium and magnesium[1]	70% minimum	75% minimum
Oxides of iron and aluminum[1]	Less than or equal to 2%	Less than or equal to 2%
Liquid limit	NA	Not greater than 35
Plasticity Index	NA	Not greater than 6
Organic or foreign matter	Not more than 0.5%	Not more than 0.5%
Lime Bearing Ratio (LBR)[3] at 0 to +1.5% optimum	125	125

[1] The combined amount of carbonates, oxides, and silica shall be at least 97%. The material shall be non-plastic.

[2] The chemical analysis of lime rock shall consist of determining the insoluble silica, iron oxide, and alumina by solution of the sample in hydrochloric (HCl) acid, evaporating, dehydrating, re-dissolving the residue, and neutralizing with ammonium hydroxide, filtering, washing, and igniting the residue lime rock. The difference between the percentage of insoluble matter and 100% is reported as carbonates of calcium and magnesium.

[3] FM 5-515, Florida Method of Test for Lime Rock Bearing Ratio

Lime Rock Base Course Gradation

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3-1/2 inch (87.5 mm)	100
3/4 inch (19.0 mm)	50-100

All fine material shall consist entirely of dust of fracture (fine portion passing the No. 10 (2.00 mm) sieve).

211-2.2 Sampling and Testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 211-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.1. The lot will be consistent with the lot size used for density. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

211-2.3 Separation Geotextile. Not used.

CONSTRUCTION METHODS

211-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. Control strips that do not meet specification requirements shall be removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. Upon acceptance of the control strip by the RPR, the Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

211-3.2 Preparing underlying course. The RPR shall check and accept the underlying course before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed. Material shall not be placed on frozen subgrade.

211-3.3 Placement. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The material shall meet gradation and moisture requirements prior to compaction. The layer shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

211-3.4 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade. The field density of each compacted lift of material shall be at least **100% of the maximum density** of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D1557. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

211-3.5 Finishing. After the watering and rolling of the base course, the entire surface shall be scarified to a depth of at least 3 inches (75 mm) and shaped to the exact crown and cross-section with a blade grader. The scarified material shall be rewetted and thoroughly rolled. Rolling shall continue until the base is bonded and compacted to a dense, unyielding mass, true to grade and cross-section. Scarifying and rolling of the surface of the base shall follow the initial rolling of the lime rock by not more than four (4) days. When the lime rock base is constructed in two layers, the scarifying of the surface shall be to a depth of 2 inches (50 mm).

If cracks or checks appear in the base before the surface course is laid, the Contractor shall rescarifying, reshaping, watering, add lime rock where necessary, and recompact. If the underlying material becomes mixed with the base course material, the Contractor shall, without additional compensation, remove, reshape, and recompact the mixture.

211-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

211-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted by the RPR. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

211-3.8 Surface tolerance. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade. until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the

Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

211-3.9 Acceptance sampling and testing. Lime rock base course shall be accepted for density on an area basis. Two tests shall be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance**.**

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the entire area shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes or cores at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

211-4.1 The quantity of lime rock base course shall be the number of cubic yards of base material placed, bonded, and accepted in the completed base course. The quantity of base course material shall be measured in final position based upon surveyed grades for both finished subgrade and finished lime rock elevation. On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch (12 mm) in computing the yardage for payment.

BASIS OF PAYMENT

211-5.1 Payment shall be made at the contract unit price per square yards for lime rock base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

The cost of removing cracks and checks including the labor, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per cubic yard for lime rock base course.

Payment will be made under:

Item P-211-5.1	Lime rock base course (6” Thickness) – per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications

END OF ITEM P-211

ITEM P-401 ASPHALT MIX PAVEMENT

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0 % maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds (27200 kg): Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face[1]	

Material Test	Requirement	Standard
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2]	ASTM D4791
Bulk density of slag [3]	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29.

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

[3] Only required if slag is specified.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	15% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

401-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 Composition of mixture(s). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition**.** Samples shall be prepared and compacted using a Marshall compactor in accordance with ASTM D6926 or using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.

- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.

- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.

- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.

- Specific Gravity and absorption of each coarse and fine aggregate.

- Percent natural sand.

- Percent fractured faces.

- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

- Percent of asphalt.

- Number of blows or gyrations

- Laboratory mixing and compaction temperatures.

- Supplier-recommended field mixing and compaction temperatures.

- Plot of the combined gradation on a 0.45 power gradation curve.

- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

- Tensile Strength Ratio (TSR).

- Type and amount of Anti-strip agent when used.

- Asphalt Pavement Analyzer (APA) results.

- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows or gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR)[1]	not less than 80 at a saturation of 70-80%	ASTM D4867
[Asphalt Pavement Analyzer (APA)[2,3]]	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

[3] Where APA not available , use Hamburg Wheel test (AASHTO T-324) 10mm @ 20,000 passes at 50°C.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25.0 mm)	--
3/4 inch (19.0 mm)	100
1/2 inch (12.5 mm)	90-100
3/8 inch (9.5 mm)	72-88
No. 4 (4.75 mm)	53-73
No. 8 (2.36 mm)	38-60
No. 16 (1.18 mm)	26-48
No. 30 (600 µm)	18-38
No. 50 (300 µm)	11-27
No. 100 (150 µm)	6-18
No. 200 (75 µm)	3-6

Sieve Size	Percentage by Weight Passing Sieve
Minimum Voids in Mineral Aggregate (VMA)[1]	15.0
Asphalt Percent:	
Stone or gravel	5.0-7.5
Slag	6.5-9.5
Recommended Minimum Construction Lift Thickness	2 inch

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Reclaimed asphalt pavement (RAP). RAP shall not be used.

401-3.5 Control Strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR**.** The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons (227 metric tons) or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F (71°C). The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% +/- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor’s expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches (7.5 cm) or greater	40 [1]	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

401-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4.1 Material transfer vehicle (MTV). Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer

vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

401-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

401-4.9 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 Preparation of Asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 17.5 feet (m) except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

401-4.13 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 Joints. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C**)**; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 Saw-cut grooving. Saw-cut grooving is not required.

401-4.16 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 Nighttime paving requirements. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 General. The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 Contractor quality control (QC) facilities. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 Contractor QC testing. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead

one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

401-5.4 Sampling. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 Control charts. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 µm)	±3%	±4.5%
No. 200 (75 µm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

1. One point falls outside the Suspension Limit line for individual measurements or range; or

2. Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC reports. The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

401-6.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6926.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade, and Profilograph roughness**.**

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 25-foot longitudinal spacing, at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, ± 10 feet of centerline, and edge of taxiway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. The final profilograph shall be the full length of the project to facilitate testing of roughness between lots. The Contractor, in the presence of the RPR shall a profilograph roughness test on the completed project with a profilograph meeting the requirements of ASTM E1274 or a Class I inertial profiler meeting ASTM E950. Data and results shall be provided within 48 hrs of profilograph roughness tests.

The pavement shall have an average profile index less than 15 inches per mile per 1/10 mile. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate “must grind” bumps and the Profile Index for the pavement using a 0.2-inch (5 mm) blanking band. The bump template must span one inch (25 mm) with an offset of 0.4 inches (10 mm). The profilograph must be calibrated prior to use and operated by a factory or State DOT

approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch (25 mm) equals 25 feet (7.5 m) and a vertical scale of one inch (25 mm) equals one inch (25 mm). Profilograph shall be performed one foot right and left of project centerline and 15 feet (4.5 m) right and left of project centerline. Any areas that indicate “must grind” shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing full depth of surface course. as directed by the RPR. Where corrections are necessary, a second profilograph run shall be performed to verify that the corrections produced an average profile index of 15 inches per mile per 1/10 mile or less.

401-6.3 Percentage of material within specification limits (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	92.0	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 Resampling pavement for mat density.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

METHOD OF MEASUREMENT

401-7.1 Measurement. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 Payment. Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. Basis of adjusted payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Table 6. Price adjustment schedule[1]

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject [2]

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. Profilograph Roughness. The Contractor will receive full payment when the profilograph average profile index is in accordance with paragraph 401-6.2e. When the final average profile index for the entire length of pavement does not exceed 15 inches per mile per 1/10 mile, payment will be made at the contract unit price for the completed pavement.

401-8.1 Payment.

Payment will be made under:

Item P-401-8.1 Asphalt Surface Course (4” Thickness) – per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29 Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate

ASTM C88 Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C117 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C127 Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate

ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods

ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus

ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

Software

FAARFIELD

END OF ITEM P-401

ITEM P-602 EMULSIFIED ASPHALT PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 Emulsified Asphalt material. The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

602-3.1 Weather limitations. The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F (10°C) or above, and the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

602-3.2 Equipment. The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi (4.5 kg/sq cm) of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard (0.23 to 4.5 L/square meter), with a pressure range of 25 to 75 psi (172.4 to 517.1 kPa) and with an allowable variation from the specified rate of not more than ±5%, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

602-3.3 Application of emulsified asphalt material. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard (0.68 to 1.36 liters per square meter) depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 Trial application rates. The Contractor shall apply a minimum of three lengths of at least 100 feet (30 m) for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the project.

602-3.5 Freight and waybills. The Contractor shall submit waybills and delivery tickets during the progress of the work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The emulsified asphalt material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D4311. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per gallon for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1	Emulsified Asphalt Prime Coat – per gallon

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

ITEM P-603 EMULSIFIED ASPHALT TACK COAT

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY (L/square meter)	Emulsion Application Bar Rate, gal/SY (L/square meter)
New asphalt	0.02-0.05 (0.09-0.23)	0.03-0.07 (0.13-0.32)
Existing asphalt	0.04-0.07 (0.18-0.32)	0.06-0.11 (0.27-0.50)
Milled Surface	0.04-0.08 (0.18-0.36)	0.06-0.12 (0.27-0.54)
Concrete	0.03-0.05 (0.13-0.23)	0.05-0.08 (0.23-0.36)

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1	Emulsified Asphalt Tack Coat – per gallon

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-603

ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 JOINT SEALANTS. Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 BACKER ROD. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

605-2.3 BOND BREAKING TAPES. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 EQUIPMENT. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 7 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Sandblasting is not allowed.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 PREPARATION OF JOINTS. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by tractor-mounted routing equipment**,** concrete saw**,** or waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and

leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch (6 mm) ±1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 INSPECTION. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 CLEAN-UP. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be considered incidental to the work performed and no separate measurement shall be made.

BASIS OF PAYMENT

605-5.1 Joint sealing material shall be considered incidental to the work performed and no separate measurement shall be made.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt]

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END OF ITEM P-605

ITEM P-606 ADHESIVE COMPOUNDS, TWO-COMPONENT FOR SEALING WIRE AND LIGHTS IN PAVEMENT

DESCRIPTION

606-1.1 This specification covers two types of material; a liquid suitable for sealing electrical wire in saw cuts in pavement and for sealing light fixtures or bases in pavement, and a paste suitable for embedding light fixtures in the pavement. Both types of material are two-component filled formulas with the characteristics specified in paragraph 606-2.4. Materials supplied for use with asphalt and/or concrete pavements must be formulated so they are compatible with the asphalt and/or concrete.

MATERIALS

606-2.1 CURING. When pre-warmed to 77°F (25°C), mixed, and placed in accordance with manufacturer's directions, the materials shall cure at temperatures of 45°F (7°C) or above without the application of external heat.

606-2.2 STORAGE. The adhesive components shall not be stored at temperatures over 86°F (30°C), unless otherwise specified by the manufacturer.

606-2.3 CAUTION. Installation and use shall be in accordance with the manufacturer's recommended procedures. Avoid prolonged or repeated contact with skin. In case of contact, wash with soap and flush with water. If taken internally, call doctor. Keep away from heat or flame. Avoid vapor. Use in well-ventilated areas. Keep in cool place. Keep away from children.

606-2.4 CHARACTERISTICS. When mixed and cured in accordance with the manufacturer's directions, the materials shall have the following properties shown in Table 1.

Table 1. Property Requirements

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Tensile			
Portland cement concrete	1,000 psi (70 kg/sq cm)		D 638
Asphalt concrete	500 psi (35 kg/sq cm)		
Elongation			
Portland cement concrete		See note [1]	D 638
Asphalt concrete	50%		D 638
Coef. of cub. exp. cu. cm/cu. cm/°C	0.00090	0.00120	D 1168
Coef. of lin. exp. cm/cm/°C	0.000030	0.000040	D 1168

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Dielectric strength, short time test	350 volts/mil.		D 149
Arc resistance	125 sec		
Pull-off			
Adhesion to steel	1,000 psi (70 kg/sq cm)		
Adhesion to Portland cement concrete	200 psi (14 kg/sq cm)		
Adhesion to asphalt concrete	No test available.		
Adhesion to aluminum	250 psi		

[1] 20% or more (without filler) for formulations to be supplied for areas subject to freezing.

SAMPLING, INSPECTION, AND TEST PROCEDURES

606-3.1 TENSILE PROPERTIES. Tests for tensile strength and elongation shall be conducted in accordance with ASTM D638.

606-3.2 EXPANSION. Tests for coefficients of linear and cubical expansion shall be conducted in accordance with, Method B, except that mercury shall be used instead of glycerine. The test specimen shall be mixed in the proportions specified by the manufacturer, and cured in a glass tub approximately 2 inch (50 mm) long by 3/8 inch (9 mm) in diameter. The interior of the tube shall be precoated with a silicone mold release agent. The hardened sample shall be removed from the tube and aged at room temperature for one (1) week before conducting the test. The test temperature range shall be from 35°F (2°C) to 140°F (60°C).

606-3.3 TEST FOR DIELECTRIC STRENGTH. Test for dielectric strength shall be conducted in accordance with ASTM D149 for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.4 TEST FOR ARC RESISTANCE. Test for arc resistance shall be conducted for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.5 TEST FOR ADHESION TO STEEL. The ends of two smooth, clean, steel specimens of convenient size (1 inch by 1 inch by 6 inch) (25 mm by 25 mm by 150 mm) would be satisfactory when bonded together with adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure on a Riehle (or similar) tensile tester. The thickness of adhesive to be tested shall be 1/4 inch (6 mm).

606-3.6 ADHESION TO PORTLAND CEMENT CONCRETE.

a. Concrete test block preparation. The aggregate grading shall be as shown in Table 2.

The coarse aggregate shall consist of crushed rock having a minimum of 75% of the particles with at least one fractured face and having a water absorption of not more than 1.5%. The fine aggregate shall consist of crushed sand manufactured from the same parent rock as the coarse

aggregate. The concrete shall have a water-cement ratio of 5.5 gallons (21 liters) of water per bag of cement, a cement factor of 6, ±0.5, bags of cement per cubic yard (0.76 cubic meter) of concrete, and a slump of 2-1/2 inch (60 mm), ±1/2 inch (60 mm ±12 mm). The ratio of fine aggregate to total aggregate shall be approximately 40% by solid volume. The air content shall be 5.0%, ±0.5%, and it shall be obtained by the addition to the batch of an air-entraining admixture such as Vinsol® resin. The mold shall be of metal and shall be provided with a metal base plate.

Means shall be provided for securing the base plate to the mold. The assembled mold and base plate shall be watertight and shall be oiled with mineral oil before use. The inside measurement of the mold shall be such that several one inch (25 mm) by 2-inch (75 mm) by 3-inch (25 mm by 50 mm by 75 mm) test blocks can be cut from the specimen with a concrete saw having a diamond blade. The concrete shall be prepared and cured in accordance with ASTM C192.

Table 2. Aggregate for Bond Test Blocks

Type	Sieve Size	Percent Passing
Coarse Aggregate	3/4 inch (19.0 mm)	97 to 100
	1/2 inch (12.5 mm)	63 to 69
	3/8 inch (9.5 mm)	30 to 36
	No. 4 (4.75 mm)	0 to 3
Fine Aggregate	No. 4 (4.75 mm)	100
	No. 8 (2.36 mm)	82 to 88
	No. 16 (1.18 mm)	60 to 70
	No. 30 (600 µm)	40 to 50
	No. 50 (300 µm)	16 to 26
	No. 100 (150 µm)	5 to 9

b. Bond test. Prior to use, oven-dry the test blocks to constant weight at a temperature of 220°F to 230°F (104°C to 110°C), cool to room temperature, 73.4°F ±3°F (23°C ±1.6°C), in a desiccator, and clean the surface of the blocks of film or powder by vigorous brushing with a stiff-bristled fiber brush. Two test blocks shall be bonded together on the one inch by 3 inch (25 mm by 75 mm) sawed face with the adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure in a Riehle (or similar) tensile tester. The thickness of the adhesive to be tested shall be 1/4 inch (6 mm).

606-3.7 COMPATIBILITY WITH ASPHALT MIX. Test for compatibility with asphalt in accordance with ASTM D5329.

606-3.8 ADHESIVE COMPOUNDS - CONTRACTOR'S RESPONSIBILITY. The Contractor shall furnish the vendor's certified test reports for each batch of material delivered to the project. The report shall certify that the material meets specification requirements and is suitable for use with asphalt concrete pavements. The report shall be provided to and accepted by the Resident Project Representative (RPR) before use of the material. In addition, the Contractor shall obtain a statement from the supplier or manufacturer that guarantees the material for one year. The

supplier or manufacturer shall furnish evidence that the material has performed satisfactorily on other projects.

606-3.9 APPLICATION. Adhesive shall be applied on a dry, clean surface, free of grease, dust, and other loose particles. The method of mixing and application shall be in strict accordance with the manufacturer's recommendations. When used with Item P-605, such as light can installation, Item P-605 shall not be applied until the Item P-606 has fully cured.

METHOD OF MEASUREMENT

606-4.1 The adhesive compound shall not be measured and shall be considered incidental to the related portions of work.

BASIS OF PAYMENT

606-5.1 The adhesive compound shall not be measured and shall be considered incidental to the related portions of work.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM D149	Standard Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D5329	Standard Test Methods for Sealants and Fillers, Hot-applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

END OF ITEM P-606

ITEM P-610 CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C-150 Type I or II. Alternate cement types may be submitted to the Engineer for review and approval.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1752.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of reinforcing steel conforming to the requirements of ASTM .

610-2.11 Materials for curing concrete. Curing materials shall conform to clear or white Polyethylene sheeting, ASTM C171.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental, and no separate measurement shall be made.

BASIS OF PAYMENT

610-6.1 No direct payment shall be made for concrete for miscellaneous structures.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete

ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting

ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
I or II	Yellow	33538 or 33655	115 ft^2/gal	Type I, Gradation A	7 lb/gal
I or II	White	37925	115 ft^2/gal	Type I, Gradation A	7 lb/gal
I or II	Black	37038	115 ft^2/gal	Type I, Gradation A	7 lb/gal

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. Paint for permanent pavement markings shall be used with reflective media, unless otherwise shown or specified. Pain for pavement markings shall be for the type specified in the pay items. Paint for temporary markings shall be waterborne or solvent base and shall not contain reflective media, unless otherwise shown or specified. Temporary markings are those that are required to be painted during construction to facilitate airport operations. Temporary markings are removed prior to the completion of construction. Black paint used to outline pavement markings shall be waterborne or solvent based and shall not contain reflective media. Black border around preformed thermoplastic markings shall have a non-reflectorized black border integral to the marking.

b. Waterborne**.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

c. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. The locations of markings to receive silica sand shall be shown on the plans.

620-3.5 Application. A period of thirty (30) days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	**Retro-reflectance mcd/m^2/lux**		
	White	**Yellow**	**Red**
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance][not used]

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway paint markings with Type I reflective media to be paid shall be measured by the number of square feet of painting, completed, and accepted in place by the RPR.

620-4.2 The quantity of runway and taxiway paint markings without Type I reflective media to be paid shall be measured by the number of square feet of painting, completed, and accepted in place by the RPR.

620-4.3 Half-rate markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR. Half-rate markings include surface preparation, layout, application and surface preparation prior to applications of full rate markings.

BASIS OF PAYMENT

620-5.1 Payment for runway and taxiway markings with Type I reflective media shall be made at the contract unit price per square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to compete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2 Payment for runway and taxiway markings without Type I reflective media shall be made at the contract unit price per square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to compete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.3 Payment for half-rate markings shall be made at the contract unit price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1	Runway & Taxiway Markings, Waterborne Paint with Type I Reflective Media – per square foot
Item P-620-5.2	Runway & Taxiway Markings, Waterborne Paint without Reflective Media – per square foot

Item P-620-5.3 Half-Rate Runway & Taxiway Markings, Without Reflective Media – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products

ASTM D968 Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive

ASTM D1652 Standard Test Method for Epoxy Content of Epoxy Resins

ASTM D2074 Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method

ASTM D2240 Standard Test Method for Rubber Property - Durometer Hardness

ASTM D7585 Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments

ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester

ASTM E1710 Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
ASTM C76	Standard Specification for Reinforced Concrete
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe
Section 430	Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July (2023), Pipe Culverts
Section 449	Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July (2023), Concrete Pipe
Section 948	Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July (2023), Corrugated Polyethylene Pipe
Index 430-001	Florida Department of Transportation (FDOT) Standard Plans for Road Construction, 2022-2023, Miscellaneous Drainage Details
Index 430-021	Florida Department of Transportation (FDOT) Standard Plans for Road Construction, Cross Drained Mitered End Section

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the “RE” closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of ASTM C990.

701-2.8. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	**mm**	**inch**	**mm**
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D698. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, “Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe.” Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The identify each class, types and size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.0 Payment will be made at the contract unit price per linear foot for class III, reinforced concrete pipes. These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these material; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 701-5.1	New 15-Inch Reinforced Concrete Pipe, Class III – per linear foot
Item 701-5.2	New 18-Inch Reinforced Concrete Pipe, Class III – per linear foot
Item 701-5.3	New 30-Inch Reinforced Concrete Pipe, Class III – per linear foot
Item 701-5.4	New 36-Inch Reinforced Concrete Pipe, Class III – per linear foot
Item 701-5.5	New 14” X 23” Horizontal Elliptical Reinforced Concrete Pipe, Class III – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches

AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement

ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter

ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END OF ITEM D-701

ITEM D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 Brick. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 Mortar. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 Concrete. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 Precast concrete pipe manhole rings. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm). There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 Corrugated metal. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

a. ASTM A48, Class 35B: Gray iron castings

b. ASTM A47: Malleable iron castings

c. ASTM A27: Steel castings

d. ASTM A283, Grade D: Structural steel for grates and frames

e. ASTM A536, Grade 65-45-12: Ductile iron castings

f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 Steps. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 Unclassified excavation.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 Brick structures.

a. Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be filled with mortar at every course Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch (9 mm) thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch (6 mm) nor more than 1/2 inch (12 mm) wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F (10°C) unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F (16°C) for the duration of the curing period.

751-3.3 Concrete structures. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 Corrugated metal structures. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 Inlet and outlet pipes. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 Placement and treatment of castings, frames, and fittings. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 Installation of steps. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 Backfilling.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.1	Ditch Bottom Inlet, Type C – per each
Item D-751-5.2	Ditch Bottom Inlet, Type G – per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections

ASTM C913 Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36 Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains

END OF ITEM D-751

ITEM D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1 This item shall consist of reinforced concrete culverts, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

752-2.1 Concrete. Reinforced concrete shall meet the requirements of Item P-610.

CONSTRUCTION METHODS

752-3.1 Unclassified excavation.

a. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades and elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the RPR may approve, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing steel is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.

d. All bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage the finished concrete. The cost of removal shall be included in the unit price bid for excavation.

e. After each excavation is completed, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

752-3.2 Backfilling.

a. After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted. The field density of the compacted material shall be at least 90% of the maximum density for cohesive soils and 95% of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D698. The field density shall be determined in accordance with ASTM D1556.

b. No backfilling shall be placed against any structure until approved by the RPR. For concrete, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill or the placement methods.

c. Fill placed around concrete culverts shall be deposited on each side at the same time and to approximately the same elevation. All slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action against the structure.

d. Backfill will not be measured for direct payment. Performance of this work shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for “unclassified excavation for structures.”

752-3.3 Weep holes. Weep holes shall be constructed as shown on the plans.

752-3.4 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

752-4.1 The quantity of FDOT concrete u-wall shall be measured by the unit price of each.

752-4.2 The quantity of FDOT straight concrete endwall shall be measured by the unit price of each.

BASIS OF PAYMENT

752-5.1 The accepted quantities of concrete u-wall and endwall will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and pacing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools, and incidentals necessary to complete the structure.

Payment will be made under:

Item D-752-5.1	New FDOT Concrete U-Wall– per each
Item D-752-5.2	New FDOT Straight Concrete Endwall – per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

END OF ITEM D-752

ITEM T-904 SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

904-2.1 Sod. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the special provisions, and any vegetation more than 6 inches (150 mm) in height shall be mowed to a height of 3 inches (75 mm) or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the special provisions.

904-2.2 Lime. Not required.

904-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

The Contractor shall perform soil testing as necessary to determine the best suitable fertilizer. Fertilizers shall be commercial fertilizer as selected by the Contractor and as approved by the Engineer and shall be spread at a rate as determined by the manufacturer and by the results of the soil testing performed by the Contractor.

904-2.4 Water. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

904-3.1 General. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 Preparing the ground surface. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 Applying fertilizer and ground limestone. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches (50 mm) by discing, raking, or other suitable methods. Any stones larger than 2 inches (50 mm) in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 Obtaining and delivering sod. After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or strips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (0.5 m), but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 Laying sod. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches (100 mm) immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches (300 mm) in length and have a cross-sectional area of not less than 3/4 sq inch (18 sq mm). The pegs shall be driven flush with the surface of the sod.

904-3.6 Watering. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 Establishing turf. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

904-3.8 Repairing. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards (square meters) of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard (square meter) for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1	Sodding – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of

final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C**,** 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 2 AWG bare solid copper wire for counterpoise and/or No. 2 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire per ASTM B33. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be sectional copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, “Scotchcast” Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer’s requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer’s recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer’s recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 FLOWABLE BACKFILL. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 ELECTRICAL COATING. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See attached.

108-2.12 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans.

Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor’s expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits

may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Not Used.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. Not Used.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38

mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer’s instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer’s recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare solid #2 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems.

The light bases, counterpoise, etc. – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.] [not used]

b. Isolation. Not Used.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 COUNTERPOISE INSTALLATION ABOVE MULTIPLE CONDUITS AND DUCT BANKS. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 COUNTERPOISE INSTALLATION AT EXISTING DUCT BANKS. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer’s recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer’s installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 500 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement.

Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

108-4.3 Ground rods shall be measured by each 10-foot section installed complete.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-1	1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit	-- per Linear Foot (LF)
Item L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed over Duct or Conduit	-- per Linear Foot (LF)
Item L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	-- per Each (EA)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

END OF ITEM L-108

ITEM L-109 AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 This item shall consist of removing and replacing existing airport transformer vault equipment and the furnishing of all incidentals that are necessary to produce a completed unit. Included as a separate part under this item or as a separate item where an existing vault is to be used shall be the furnishing of all vault equipment, wiring, electrical buses, cable, conduit, potheads, and grounding systems. This work shall also include the marking and labeling of equipment and the labeling or tagging of wires; the testing of the installation; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-3.1 ELECTRICAL VAULT BUILDING. Not Used.

109-3.2 CONCRETE. Not Used.

109-3.3 PRECAST CONCRETE STRUCTURES. Not Used.

109-3.4 REINFORCING STEEL. Not Used.

109-3.5 BRICK. Not Used.

109-3.6 RIGID STEEL CONDUIT. Rigid steel conduit and fittings shall be per Underwriters Laboratories Standards 6 and 514B.

109-3.7 PLASTIC CONDUIT AND FITTINGS. Plastic Conduit and fittings shall conform to the requirements of UL-651 and UL-654 schedule 40 polyvinyl chloride (PVC) suitable for use above or below ground.

109-3.8 LIGHTING. Not Used.

109-3.9 OUTLETS. Not Used.

109-3.10 SWITCHES. Not Used.

109-3.11 PAINT. Not Used.

109-3.12 GROUND BUS. Ground bus shall be 1/8 $\times$ 3/4 inch (3 $\times$ 19 mm) minimum copper bus bar.

109-3.13 SQUARE DUCT. Not Used.

109-3.14 GROUND RODS. Ground rods shall be in accordance with Item L-108.

109-3.15 VAULT PREFABRICATED METAL HOUSING. Not Used.

109-3.16 FAA-APPROVED EQUIPMENT. Certain items of airport lighting equipment installed in vaults are covered by individual ACs listed below:

AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-49	Specification for L-854, Radio Control Equipment
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

109-3.17 OTHER ELECTRICAL EQUIPMENT. Distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications and ACs shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans. Equipment selected and installed by the Contractor shall maintain the interrupting current rating of the existing systems or specified rating whichever is greater.

109-3.18 WIRE. Wire (in conduit) rated up to 5,000 volts shall be per AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 American wire gauge (AWG) and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable per ANSI/Insulated Cable Engineers Association (ICEA) S-85-625 specifications shall be used.

109-3.19 SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS. The Contractor shall, based upon the equipment provided, include as a part of the submittal process the electrical system “Short Circuit / Coordination / Device evaluation / Arc Flash Analysis”. The analysis shall be performed by the equipment manufacturer and submitted in a written report. The analysis shall be signed and sealed by a registered professional Engineer from the state in which the project is located. The analysis shall comply with NFPA-70E and IEEE 1584.

The analysis will include: one line diagrams, short circuit analysis, coordination analysis, equipment evaluation, arc flash analysis and arc flash labels containing at a minimum, equipment name, voltage/current rating, available incident energy and flash protection boundary.

The selected firms field service Engineer shall perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will furnish and install the arc flash labels. The components worst case incident energy will be considered the available arc flash energy at that specific point in the system. Submit three written copies and one electronic copy of the report.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-4.1 GENERAL. Not Used.

109-4.2 FOUNDATION AND WALLS. Not Used.

109-4.3 ROOF. Not Used.

109-4.4 FLOOR. Not Used.

109-4.5 FLOOR DRAIN. Not Used.

109-4.6 CONDUITS IN FLOOR AND FOUNDATION. Not Used.

109-4.7 DOORS. Not Used.

109-4.8 PAINTING. Not Used.

109-4.9 LIGHTS AND SWITCHES. Not Used.

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

109-5.1 GENERAL. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to ensure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. When specified, an emergency power supply and transfer switch shall be provided and installed.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction. All electrical work shall comply with the NEC and local code agency having jurisdiction including the separation of under 600V work from 5,000V work."

109-5.2 POWER SUPPLY EQUIPMENT. Not Used.

109-5.3 SWITCHGEAR AND PANELS. Oil switches, fused cutouts, relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the RPR. Wall or ceiling mounted items shall be attached to the wall

or ceiling with galvanized bolts of not less than 3/8-inch (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-5.4 DUCT AND CONDUIT. Not Used.

109-5.5 WIRING AND CONNECTIONS. The Contractor shall make all necessary electrical connections in the vault per the wiring diagrams furnished and as directed by the RPR. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-5.6 MARKING AND LABELING. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than 3/4 inch (19 mm) in diameter and not less than 1/32 inch (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the RPR. The letters and numerals shall be not less than one inch (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations per the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

109-6.1 The quantity of airfield lighting units to be paid for under this item shall be the number of each type installed, complete and in place, ready for operation, and accepted by the Engineer and/or RPR.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit price for each completed and accepted item installed. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-109-1 **Airfield Electrical Vault Modifications** **-- Lump Sum (LS)**

Payment shall be made at the contract unit price to include all transportation, coordination, materials, labor, supervision, and all incidentals required to furnish and install all equipment, raceway, conductors, lightning protection, utility services, feeders, branch circuits, grounding, bonding, coordination study, overcurrent protection, terminations, etc. required for the new Airfield Lighting Vault Constant Current Regulator as shown in the Contract Documents, install all controls and monitoring and all appurtenances necessary for a complete and functional electrical system in accordance with the Contract Documents.

Item L-109-2 **Short Circuit / Coordination / Device Evaluation / Arc Flash Analysis** **-- Lump Sum (LS)**

Payment shall be made at the contract unit price for Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and supervision, engineering, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, site visits and investigation, where required, to complete this item in conformance with the Contract Documents.

Item L-109-3 **7.5 KW L-829 Constant Current Regulator - 3 Step - 240V** **-- per Each (EA)**

L-829 Constant current regulator, air cooled, ferro-resonant, dry type, with 120 Volt internal control, 240 Volt single phase input, 6.6 amp output, 7.5KW, 3 step brightness control. The units shall have integral primary switches and input and output lightning protection. Each shall have local control switches for on/off and all brightness steps, and shall have a face plate digital output RMS ammeter and face plate digital output RMS voltmeter. This item includes installation and testing of the unit, 5kv pigtails and L-823 connectors, grounding and all incidentals.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting

AC 150/5345-5 Circuit Selector Switch

AC 150/5345-7 Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits

AC 150/5345-10 Specification for Constant Current Regulators and Regulator Monitors

AC 150/5345-13 Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits

AC 150/5345-49 Specification L-854, Radio Control Equipment;

AC 150/5345-53 Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625 Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements

ASTM International (ASTM)

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM C62 Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)

ASTM C90 Standard Specification for Loadbearing Concrete Masonry Units

ASTM D2823 Standard Specification for Asphalt Roof Coatings, Asbestos Containing

ASTM D4479 Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544 Cable and Wire, Electrical (Power, Fixed Installation) Institute of Electrical and Electronic Engineers (IEEE)

IEEE 1584 Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9 Alkyd, Exterior, Gloss (MPI Gloss Level 6)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit – Steel

UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace
NFPA-780	Standard for the Installation of Lightning Protection Systems

END OF ITEM L-109

ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits and removal of existing duct banks. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from

final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 FLOWABLE BACKFILL. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor’s expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer’s recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material

shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly

into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are

installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word “DUCT” or “CONDUIT” on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 “Excavation and Embankment” except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period’s construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 OWNERSHIP OF REMOVED CABLE. All removed cable becomes property of contractor to be legally disposed of off airport property.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	- per Linear Foot (LF)
Item L-110-2	1 Way 2” Schedule 40 PVC Concrete Encased Duct	- per Linear Foot (LF)
Item L-110-3	2 Way 2" Schedule 40 PVC Concrete Encased Duct	- per Linear Foot (LF)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

ITEM L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

EQUIPMENT AND MATERIALS

115-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications**.** The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 CONCRETE STRUCTURES. Concrete shall be proportioned, placed, and cured per item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

115-2.3 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 30,000 lb aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 JUNCTION BOXES. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 MORTAR. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 CONCRETE. Concrete shall be proportioned, placed and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 FRAMES AND COVERS. The frames shall conform to one of the following requirements:

a. ASTM A48 Gray iron castings

b. ASTM A47 Malleable iron castings

c. ASTM A27 Steel castings

d. ASTM A283, Grade D Structural steel for grates and frames

e. ASTM A536 Ductile iron castings

f. ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 210 psi and maximum load of 30,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word “ELECTRIC” or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a “DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER” safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 LADDERS. Not Used.

115-2.9 REINFORCING STEEL. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 BEDDING/SPECIAL BACKFILL. Bedding or special backfill shall be as shown on the plans.

115-2.11 FLOWABLE BACKFILL. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 CABLE TRAYS. Not Used.

115-2.13 PLASTIC CONDUIT. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.14 CONDUIT TERMINATORS. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.15 PULLING-IN IRONS. Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.16 GROUND RODS. Ground rods shall be sectional, copper clad steel**.** The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 10 feet long nor less than 3/4 inch in diameter.

CONSTRUCTION METHODS

115-3.1 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

115-3.3 PRECAST UNIT INSTALLATIONS. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES AND FITTINGS. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 INSTALLATION OF LADDERS. Not Used.

115-3.6 REMOVAL OF SHEETING AND BRACING. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 BACKFILLING. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety

against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 CONNECTION OF DUCT BANKS. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 GROUNDING. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 CLEANUP AND REPAIR. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer’s recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 INSPECTION. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 MANHOLE ELEVATION ADJUSTMENTS. Not Used.

115-3.14 DUCT EXTENSION TO EXISTING DUCTS. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing.

BASIS OF PAYMENT

115-5.1 The accepted quantity of junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item L-115-1	**L-867D Junction Can**	**-- per Each (EA)**
	L-867D 16" Diameter 24" deep single piece light base with 1/2" galvanized steel blank cover and gasket secured with stainless steel bolts installed in turf, with concrete encasement and all incidentals. Align and level as required.	

Item L-115-2 **Junction Can Plaza – Two L-867D Cans** **-- per Each (EA)**

This item includes all materials, labor, transportation, supervision, services and all incidentals required to provide and install a junction can plaza with L-867D, 24" deep light bases. Conduit, ground rods and counterpoise wire are paid under their respective pay items. This item includes all concrete, rebar, excavation, forming, backfill, sod, light bases, cover plates, hardware, identification tags, etc., and all appurtenances to construct a junction can plaza with two light bases in accordance with the Contract Documents and to the satisfaction of the Engineer.

Item L-125-3 **L-867B, 1/2" Thick Galvanized Steel Blank Cover (NE)** **-- per Each (EA)**

1/2" Galvanized Steel Blank Cover mounted on an existing L-867B , 12" diameter, deep light base utilizing existing spacer ring(s) (w/concrete ring) and all incidentals and secured with new stainless steel bolts.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Advisory Circular (AC)

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime

FAA Engineering Brief (EB)

EB #83	In Pavement Light Fixture Bolts

Mil Spec

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)

END OF ITEM L-115

ITEM L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not performs as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR’s opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT AND MATERIALS

125-2.2 CONDUIT/DUCT. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 CABLE AND COUNTERPOISE. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 TAPE. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 CABLE CONNECTIONS. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 RETROREFLECTIVE MARKERS. Not Used.

125-2.7 RUNWAY AND TAXIWAY LIGHTS. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

Lights

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-852D		1			L-868B	BI-CLEAR/YELLOW	L-830	
L-861		1			L-867B/D	BI-RED/YELLOW	L-830	14” MAX
L-861E		1			L-867B/D	BI-GREEN/YELLOW	L-830	14” MAX
L-861E		1			L-867B/D	BI-GREEN/OBSCURED	L-830	14” MAX
L-861E		1			L-867B/D	BI-RED/RED	L-830	14” MAX
L-861T(L)		1			L-867B/D	BI-BLUE	L-830	14” MAX

125-2.8 RUNWAY AND TAXIWAY SIGNS. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

Signs

Type	Size	Style	Class	Mode	Notes
L-858(L)	2	2	1	2	
L-858C	2	**4**	1	2	

125-2.9 RUNWAY END IDENTIFIER LIGHT (REIL). Not Used.

125-2.10 PRECISION APPROACH PATH INDICATOR (PAPI). Not Used.

125-2.11 CIRCUIT SELECTOR CABINET. Not Used.

125-2.12 LIGHT BASE AND TRANSFORMER HOUSINGS. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-

867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 ISOLATION TRANSFORMERS. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 INSTALLATION. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 TESTING. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 SHIPPING AND STORAGE. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer’s recommendations.

125-3.4 ELEVATED AND IN-PAVEMENT LIGHTS. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, or guidance sign installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-1	**L-852D MIRL Runway Edge Light – Clear/Yellow (A)** L-852D, Bi-directional, 180 degree yellow, 180 degree clear, quartz, style 3, MIRL R/W edge light, mounted on a 2 piece L-868B deep light base with ¾" nominal spacer ring (w/concrete ring), properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required.	**-- per Each (EA)**
Item L-125-2	**L-858(L) Sign – Single/Double Face, LED, Size 2 - 1 Module** L-858(L) Y,R,L sign, size 2 with LED Light Source installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	**-- per Each (EA)**
Item L-125-3	**L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module** L-858(L), Y,R,L sign, size 2 with LED Light Source installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	**-- per Each (EA)**
Item L-125-4	**L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module** L-858(L) Y,R,L sign, size 2 with LED Light Source installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	**-- per Each (EA)**
Item L-125-5	**L-858C Sign – Single Face, Non-Lighted, Taxiway End Marker** L-858C sign, non-lighted, size 2, taxiway end marker, installed on a concrete base, with all incidentals and appurtenances. Align and level as required.	**-- per Each (EA)**

Item L-125-6 **L-861 Runway Edge Light – Red/Yellow (A)** **-- per Each (EA)**

L-861, Bi-directional, 180 degree yellow, 180 degree red, quartz, MIRL R/W edge light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14".

Item L-125-7 **L-861E Runway Threshold Light – Green/Yellow (A)** **-- per Each (EA)**

L-861E, Bi-directional, 180 degree green, 180 degree yellow, quartz, MIRL R/W threshold light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 18".

Item L-125-8 **L-861E Runway Threshold Light – Green/Obscured (A)** **-- per Each (EA)**

L-861E, Bi-directional, 180 degree green, 180 degree obscured, quartz, MIRL R/W threshold light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 18".

Item L-125-9 **L-861E Runway Threshold Light – Red/Red (T)** **-- per Each (EA)**

L-861E, Bi-directional, 360 degree red, quartz, MIRL R/W threshold light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 18".

Item L-125-10 **L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (T)** **-- per Each (EA)**

L-861T(L), omnidirectional, blue, LED, MITL, T/W edge light, column mounted on a L-867B/D deep light base, installed with a “corten” or accepted equivalent base plate with gasket, properly sized L-830 transformer, L-823 connectors, and all incidentals. The overall height shall be 14”. Align and level as required.

Item L-125-11 **L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (A)** **-- per Each (EA)**

L-861T(L), omnidirectional, blue, LED, MITL, T/W edge light, column mounted on a L-867B/D deep light base with top can section for adjustment to proper elevation, installed with a "corten" or accepted equivalent base plate with gasket, properly sized L-830 transformer, L-823 connectors, and all incidentals. The overall height shall be 14". Align and level as required.

Item L-125-12 **Field Lightning Arrestor Assembly** **-- per Each (EA)**

This item includes all materials, labor, transportation, supervision and all incidentals to furnish and install a field lightning arrestor assembly in accordance with the Contract Documents.

Item L-125-13 **New Sign Panel** **-- per Each (EA)**

This item includes all materials, labor, transportation and services required to furnish and install a new sign panel in an existing sign. This item includes all incidentals required to provide a complete and operational sign to the satisfaction of the Engineer. For the purpose of this item a sign panel shall be considered to be two characters in length (1 module). The sign panel shall be provided by the original sign manufacturer.

Item L-125-14 **Remove and Relocate Existing Sign on New Concrete Pad** **-- per Each (EA)**

This item includes all materials, labor, transportation and services required to remove and relocate an existing airfield lighting sign. The Contractor shall be responsible to properly protect and store the existing sign and install it with a new base can, and new concrete pad sized to the specification of the sign details.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits

AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

Federal Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**10.0 %**
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **The State of Florida, Volusia County, City of New Smyrna Beach.**

A3 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A4.1.1 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

A5 CIVIL RIGHTS - GENERAL

A5.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.1.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **City of New Smyrna Beach**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging

programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A6.1.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 MODEL CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and

weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of

Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
7)

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A12.1.1 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of New Smyrna to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.1.2 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of New Smyrna Beach. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of New Smyrna Beach. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to paragraph A12.1 (or an approved substitute DBE firm) without prior written consent of the City of New Smyrna Beach. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City of New Smyrna Beach. Unless the City of New Smyrna Beach's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of New Smyrna may provide such written consent only if the City of New Smyrna Beach agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of New Smyrna Beach its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of New Smyrna Beach, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of New Smyrna and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of New Smyrna should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of New Smyrna Beach may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

A13.1 TEXTING WHEN DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A15.1 MANDATORY CONTRACT CLAUSE

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A15.1.1 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action

obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the

Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A18 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22.1.1 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal

Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

"General Decision Number: FL20240137 05/10/2024

Superseded General Decision Number: FL20230137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

1	03/29/2024
2	05/10/2024

* ENGI0673-013 05/01/2024

	Rates	Fringes
OPERATOR: Oiler	$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 24.71	14.60

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* SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER	$ 12.63 **	0.00
ELECTRICIAN	$ 16.71 **	3.51
FORM WORKER	$ 11.36 **	0.00
LABORER: Common or General	$ 9.03 **	0.81
LABORER: Landscape	$ 8.44 **	0.00
LABORER: Pipelayer	$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator	$ 13.12 **	2.58
OPERATOR: Bulldozer	$ 12.88 **	0.00
OPERATOR: Crane	$ 14.88 **	3.17
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Loader	$ 13.38 **	0.00

OPERATOR: Mechanic.....$ 13.83 ** 2.19

OPERATOR: Roller.....$ 10.50 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ?1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: _____

Total Awarded Contract Amount: $_____

Name of Bidder's Firm: _____

Street Address: _____

City:_____ State:_____ Zip: _____

Printed name of signer:_____

Printed title of signer:_____

DBE UTILIZATION SUMMARY

	DBE Contract Amount	DBE Value	Contract %
DBE Prime Contractor	$_____x 1.00 =	$_____	_____%
DBE Subcontractors	$_____x 1.00 =	$_____	_____%
DBE Suppliers	$_____x 0.60 =	$_____	_____%
DBE Manufacturers	$_____x 1.00 =	$_____	_____%
* Total Proposed DBE Participation		$_____	_____%
Established DBE Goal		$_____	_____%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By:_____
(Signature of Bidder's representative) (Title)

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: _____

Name of Bidder's Firm: _____

Street Address: _____

City:_____State:_____Zip: _____

Name of DBE firm: _____

Street Address: _____

City:_____State:_____Zip: _____

Contact Person:_____Telephone: _____

Certifying Agency:_____Expiration Date: _____

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: (circle one) Prime Contractor Subcontractor Joint Venture Manufacturer Supplier

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $_____.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:_____
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DISADVANTAGED BUSINESS ENTERPRISE DBE PARTICIPATION SUMMARY

(Submit one form for each DBE Firm.)

Contractor Name:_____

Address:_____

City:_____State:_____Zip: _____

DBE Firm DBE Firm:_____

Address:_____

City:_____State:_____Zip: _____

DBE Contact Person Name:_____Phone: _____

DBE Certification Agency:_____Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

DBE Commitments/Awards -Breakdown By Ethnicity & Gender

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American
- ☐ here) Subcont. Asian American
- ☐ Asian-Pacific American
- ☐ Non-Minority Women
- ☐ Other (i.e. not of any group listed

Classification:

- ☐ Prime Contractor
- ☐ Manufacturer
- ☐ Subcontractor
- ☐ Supplier
- ☐ Joint Venture

Work items performed by DBE	Description	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above. The actual participation is as follows:

Total amount paid to DBE Firm: $_____

Percent of Contractor's total contract: _____%

Affirmation:

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: _____

(Signature) *(Title)*

TOPOGRAPHIC SURVEY
-OF-
NEW SYMRNA BEACH AIRPORT
-FOR-
AVCON, INC.

LEGEND AND ABBREVIATIONS:

ABBREVIATIONS:

ALTA	AMERICAN LAND TITLE ASSOCIATION
ACSM	AMERICAN CONCRESS ON SURVEYING & MAPPING
(C)	CALCULATED MEASUREMENT
CB	CHORD BEARING
CCR	CERTIFIED CORNER RECORD
CD	CHORD LENGTH
CIP	CAST IRON PIPE
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
EL.	ELEVATION
E/P	EDGE OF PAVEMENT
ESMT	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FND	FOUND
I.D.	IDENTIFICATION
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
(M)	FIELD MEASUREMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO.	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT MEASUREMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG(S)	PAGE(S)
PI	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
POC	POINT ON CURVE
P.O.C.	POINT OF COMMENCEMENT
POL	POINT ON LINE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
REC	RECOVERED
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT OF WAY
SEC	SECTION
VCP	VITRIFIED CLAY PIPE

SYMBOLS:

- ± MORE OR LESS
- ℄ CENTERLINE
- 2' X 2' DUCT
- CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEANOUT
- ELECTRICAL OUTLET
- SEWER VALVE
- TELEPHONE MANHOLE
- MONITORING WELL
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VALVE
- RECLAIM WATER VALVE
- FIRE HYDRANT
- CONCRETE UTILITY POLE
- METAL UTILITY POLE
- WOOD UTILITY POLE
- UTILITY POLE GUY ANCHOR
- LIGHT POLE (TYPE NOTED ON SURVEY)
- SIGN
- BOLLARD
- WIRE PULLBOX
- LIGHT COVER
- LIGHT

MONUMENTATION:

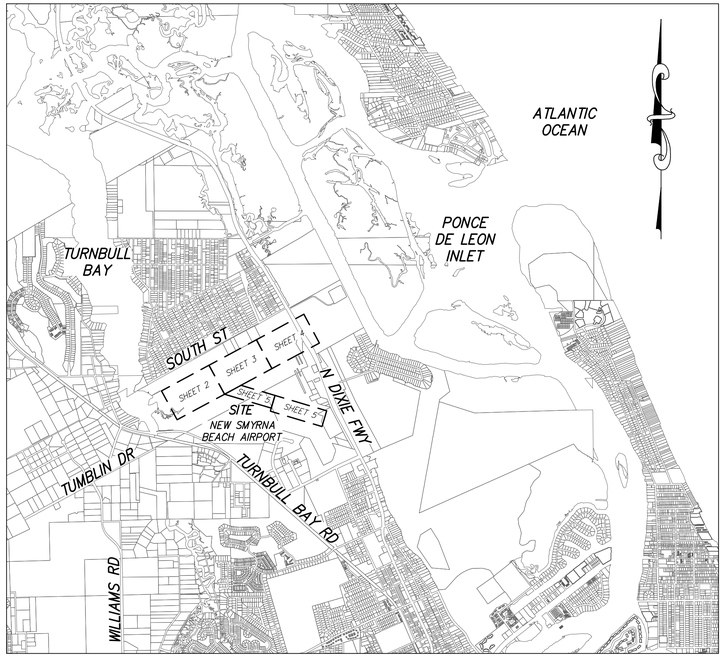
- CONTROL/BENCHMARK AS DESCRIBED

SPECIALTY LINES:

- LINE BREAK
- CHAIN LINK FENCE
- WOOD FENCE
- OVERHEAD UTILITY LINE
- APPROXIMATE TOP OF BANK
- APPROXIMATE TOE OF SLOPE
- CONCRETE PAVEMENT
- EXISTING CONTOUR

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

- BAY
- CAMPHOR
- CEDAR
- CHERRY
- CHINABERRY
- CHINESE TALLOW
- CITRUS
- CYPRESS
- DOGWOOD
- ELM
- GUM
- HICKORY
- HOLLY
- LAUREL OAK
- LIVE OAK
- MAGNOLIA
- MAPLE
- MIMOSA
- MISC
- OAK
- PALM
- PECAN
- PINE TREE
- RAIN TREE
- SUGAR HACKBERRY
- SYCAMORE
- WATER OAK



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE R12 RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
2. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK, AS DERIVED BY NGS BENCHMARK "F 226", PID: AQ1400, DESCRIBED SURVEY DISK SET IN TOP OF CONCRETE MONUMENT, STAMPED "F 226 1964", HAVING AN ELEVATION OF 11.22 FEET (NAVD 88) AND NGS BENCHMARK "SMYRNAPORT", PID: AQ2651, DESCRIBED AS STAINLESS STEEL ROD IN SLEEVE, STAMPED "SMYRNAPORT 1989", HAVING AN ELEVATION OF 8.57 FEET (NAVD 88).
3. THIS IS NOT A BOUNDARY SURVEY.
4. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C040J, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "AE" AND "X".
5. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
8. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
9. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
10. THIS SURVEY IS SUPPORTED BY DATA CONTAINED IN FIELD BOOKS: NSB AIRPORT #1, PAGES 64-67, AND NSB AIRPORT #2, PAGES 5-6.
11. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
12. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE AND AS DETAILED ACCESSIBLE STRUCTURES AND MANHOLES. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
13. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
14. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/14/2023 PER FAC 5J-17.062(2).

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

HENRY A. KILBURN
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 6661

DATE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTIONS 1, 37, AND 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND SECTIONS 12, 37, AND 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

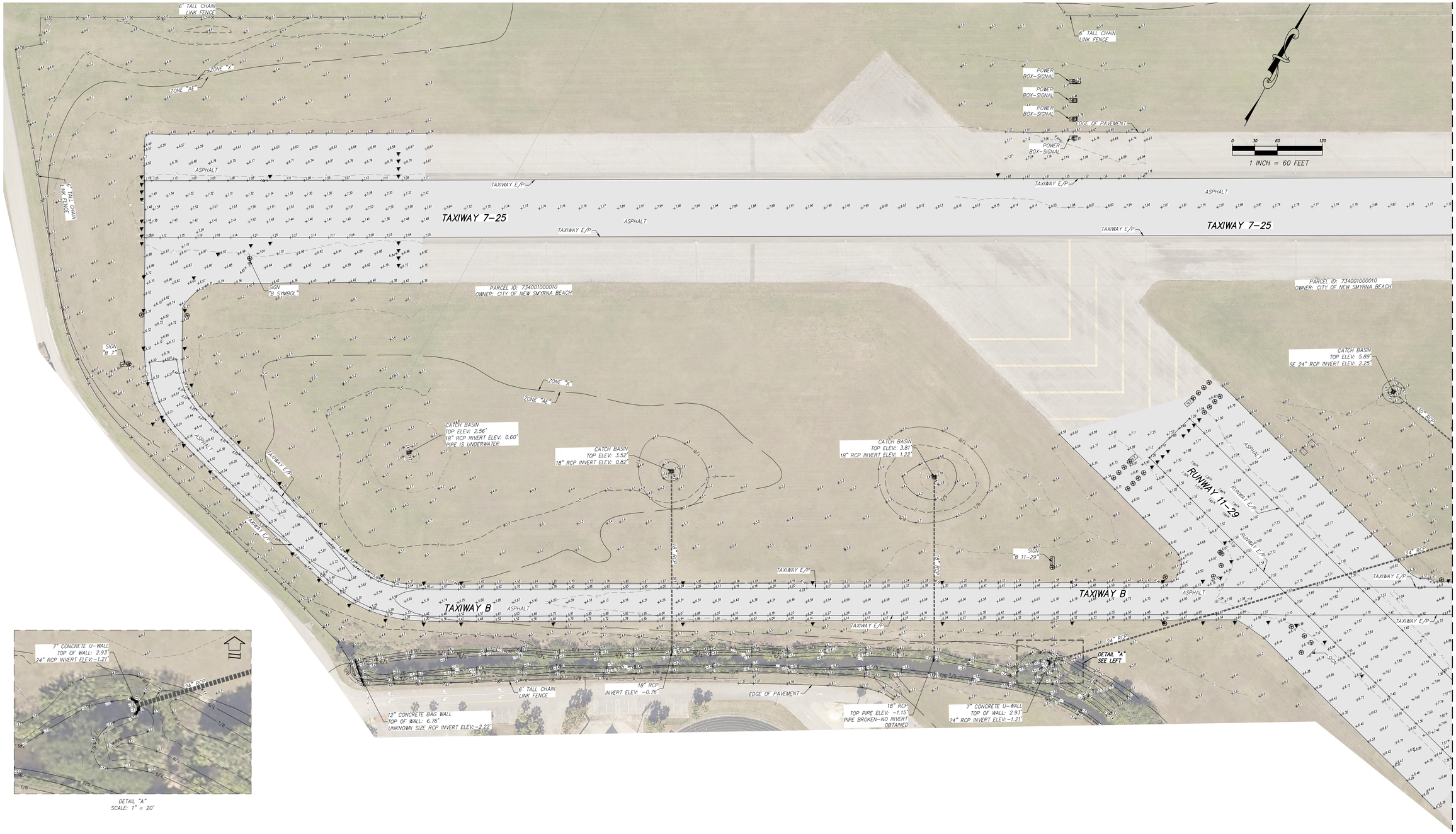
TOPOGRAPHIC SURVEY
-FOR-
AVCON, INC.

FB/PG	FIELD DATE
NSB BOOK #1 /64-67 NSB BOOK #2 / 5-6	11/03/2023

DRAWING DATE	BY	APPROVED
11/14/2023	AS	HAK

PROJECT NO. 50169114
SCALE 1" = NA
1 OF 5

Drawing name: C:\Users\asoteloque\AppData\Local\Temp\AcPublish_8668\[50169114]_City of NSB Airport_surbase.dwg SHEET 1 Nov 14, 2023 12:18pm by: asoteloque



DETAIL "A"
SCALE: 1" = 20'

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTIONS 1, 37, AND 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND SECTIONS 12, 37, AND 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
-FOR-
AVCON, INC.

FB/PG	FIELD DATE
NSB BOOK #1 /64-67 NSB BOOK #2 / 5-6	11/03/2023

DRAWING DATE	BY	APPROVED
11/14/2023	AS	HAK

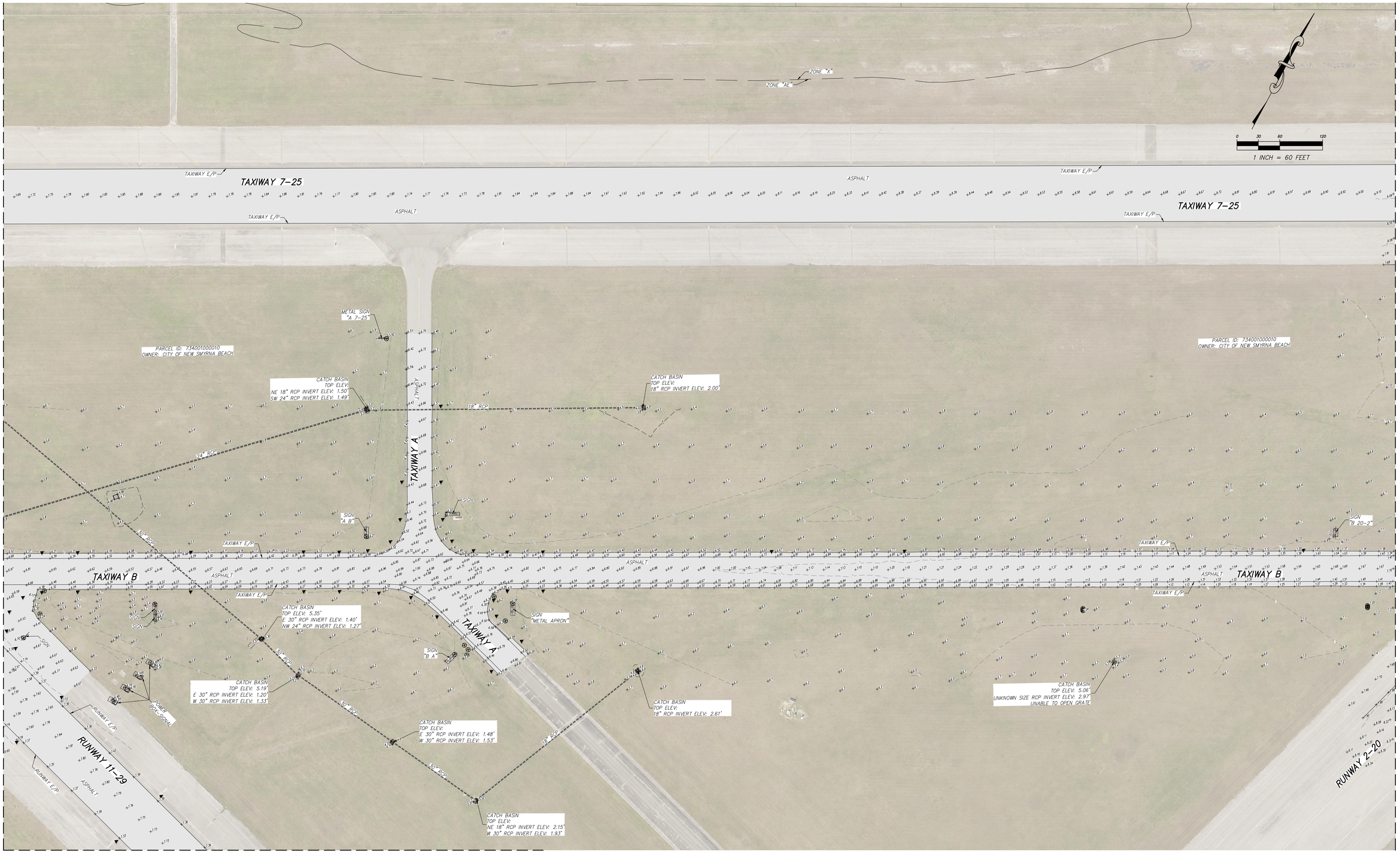
PROJECT NO.
50169114

SCALE
1" = 60'

2 OF 5

Drawing name: C:\Users\asadeque\AppData\Local\Temp\AcPublish_8668\(50169114)_City of NSB Airport_surbase.dwg SHEET 2 Nov 14, 2023 12:19pm by: asadeque

642



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry

131 West Kaley Street
Orlando, Florida 32806
Phone: 321.354.9826 Fax: 407.648.9104
www.dewberry.com
Certificate Of Authorization No. LB 8011

LOCATED IN SECTIONS 1, 37, AND 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND SECTIONS 12, 37, AND 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
-FOR-
AVCON, INC.

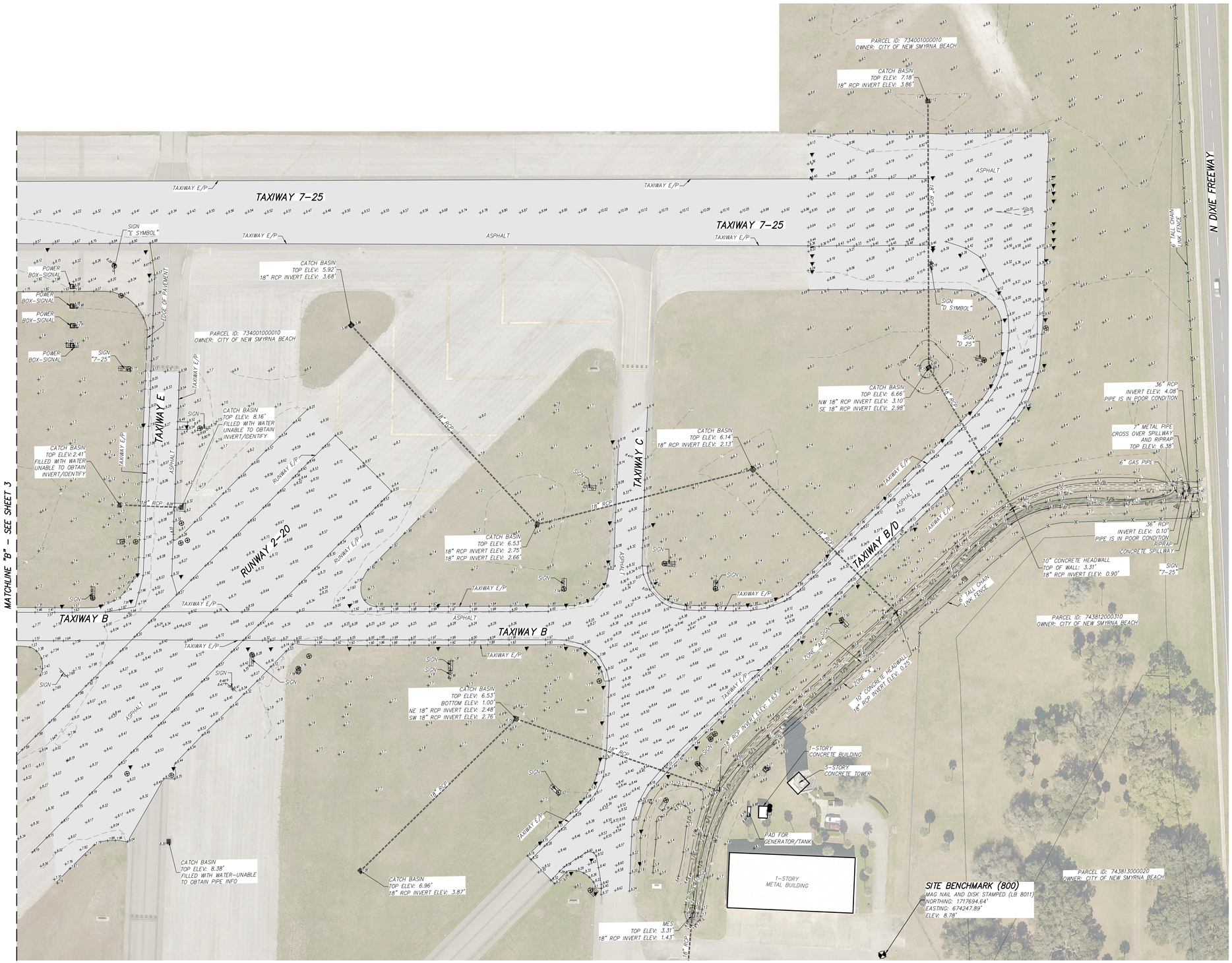
FB/PG	FIELD DATE	PROJECT NO.
NSB BOOK #1 /64-67 NSB BOOK #2 / 5-6	11/03/2023	50169114

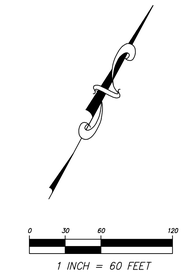
DRAWING DATE	BY	APPROVED	SCALE
11/14/2023	AS	HAK	1" = 60'

3 OF 5

Drawing name: C:\Users\asadeque\AppData\Local\Temp\AcPublish_8668\(50169114)_City of NSB Airport_surbase.dwg SHEET 3 Nov 14, 2023 12:19pm by: asadeque

643





REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 West Kaley Street
Orlando, Florida 32806
Phone: 321.354.9826 Fax: 407.648.9104
www.dewberry.com
Certificate Of Authorization No. LB 8011

LOCATED IN SECTIONS 1, 37, AND 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND SECTIONS 12, 37, AND 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
-FOR-
AVCON, INC.

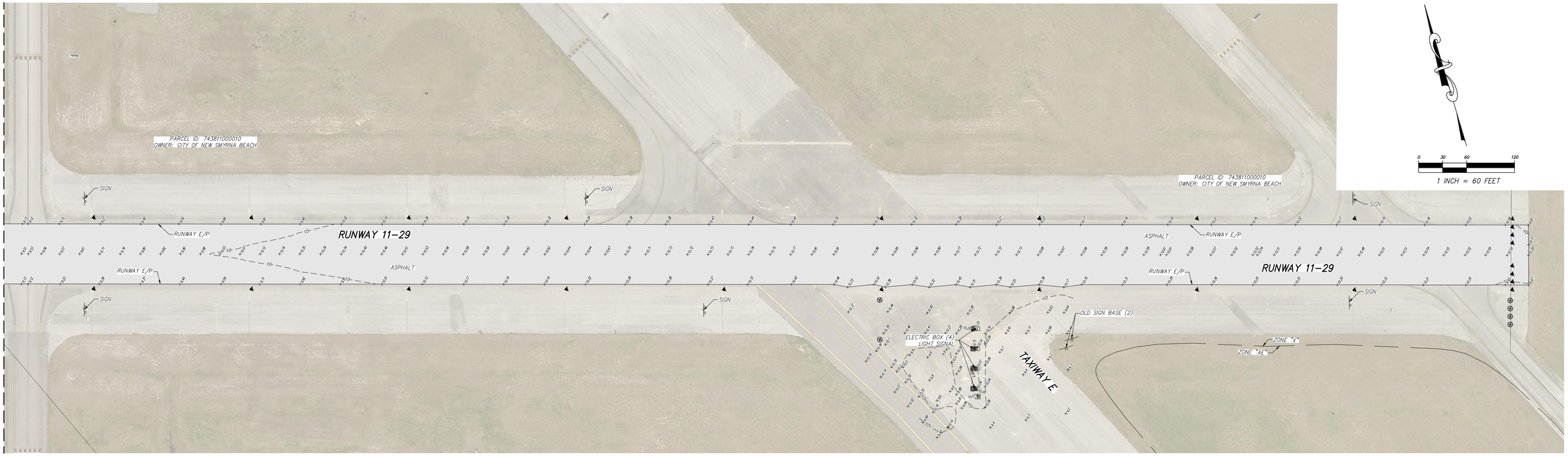
FB/PG	FIELD DATE
NSB BOOK #1 /64-67 NSB BOOK #2 / 5-6	11/03/2023

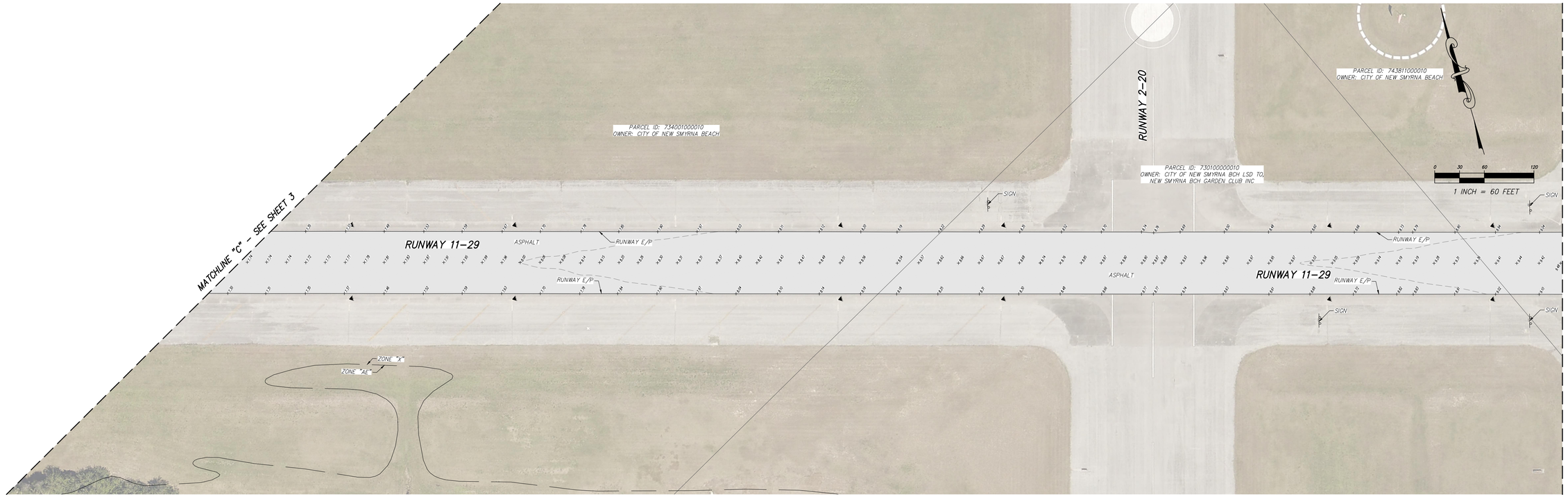
DRAWING DATE	BY	APPROVED
11/14/2023	AS	HAK

PROJECT NO. 50169114

SCALE 1" = 60'

Drawing name: C:\Users\asadeque\AppData\Local\Temp\AcPublish_8668\(50169114)_City of NSB Airport_surbase.dwg SHEET 4 Nov 14, 2023 12:19pm by: asadeque





REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 West Kaley Street
Orlando, Florida 32806
Phone: 321.354.9826 Fax: 407.648.9104
www.dewberry.com
Certificate Of Authorization No. LB 8011

LOCATED IN SECTIONS 1, 37, AND 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND SECTIONS 12, 37, AND 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
–FOR–
AVCON, INC.

FB/PG	FIELD DATE
NSB BOOK #1 /64–67 NSB BOOK #2 / 5–6	11/03/2023

DRAWING DATE	BY	APPROVED
11/14/2023	AS	HAK

PROJECT NO.
50169114

SCALE
1" = 60'

5 OF 5

Drawing name: C:\Users\asadeque\AppData\Local\Temp\AcPublish_8668\(50169114)_City of NSB Airport_surbase.dwg SHEET 5 Nov 14, 2023 12:19pm by: asadeque

Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

7540 103rd Street, Suite 215, Jacksonville, FL 32210
Tel. (904) 381-8901 • Fax (904) 381-8902

February 20, 2024

Mr. Daniel Nickols, P.E.
AVCON, Inc.
5555 E Michigan Street, Suite 200
Orlando, Florida 32822

RE: Geotechnical Engineering Exploration & Pavement Evaluation Report
New Smyrna Beach Municipal Airport-Taxiway B Rehabilitation
New Smyrna Beach, Florida
Cal-Tech Testing, Inc. Project No. 23-00499-01

Dear Mr. Daniel Nickols, P.E.:

This report presents the results of our geotechnical engineering exploration and pavement evaluation for the rehabilitation of Taxiway B at the New Smyrna Beach Municipal Airport in New Smyrna Beach, Florida.

PROJECT INFORMATION

Based on the Exhibit you provided to us, the project consists of the rehabilitation of Taxiway B.

SUBSURFACE SOIL EXPLORATION

Per your request, the subsurface soil exploration was performed between January 22 and 24, 2024, and consisted of drilling 15 Standard Penetration Test (SPT) borings (B1 to B15) to a depth of 10 ft. along the taxiway B, bulk-sampling near-surface soils from eight (8) locations (CBR1 to CBR8) by the edge of the pavement for determination of the subgrade strength by the laboratory California Bearing Ratio (CBR) and cutting cores at two (2) locations (C1 and C2) of the pavement, in addition to at each boring location (B1 to B15) prior to drilling.

The borings were laid out by our crew using a Global Positioning System (GPS) hand-held device and coordinates provided by you. Refer to the enclosed Boring Location Plan.

We contacted the Sunshine State One Call system to mark out existing, known underground utilities prior to the beginning of our field exploration.

The sampling and penetration procedures of the SPT borings were in general accordance with ASTM D1586 Penetration Test and Split-Barrel Sampling of Soil, using a power rotary drill rig. The standard penetration tests were performed continuously to a depth of 10 ft. by driving a standard $1^3/_8$ inch I.D. and 2 inches O.D. split-spoon sampler with an automatic 140-lb hammer falling 30 inches. The number of hammer blows required to drive the sampler a total of 24 inches were recorded in 6-inch

increments in the boring logs. The penetration resistance, N-value, is the summation of the second and third 6-inch increments. The penetration resistance is used as an index to derive soil parameters from various empirical correlations. The N-values are provided in the enclosed Boring Logs.

The pavement cores were performed with a 6-inch diameter core barrel. The boring and core holes were grouted and cold-patched.

Laboratory Testing
The soil samples and pavement core specimens were delivered to our laboratory for review by our geotechnical engineer and testing in accordance with the Unified Soil Classification System and the laboratory CBR as shown in the enclosed Boring Logs and CBR sheets.

SUBSURFACE SOIL CONDITIONS

GENERALIZED SUBSURFACE SOIL PROFILE
The results of the field exploration indicate a generalized subsurface soil profile consisting of SAND to the explored depth of the borings except for locations B3 to B6 with a Moderately Hard Cemented Sand and Shells stratum (COQUINA) from a depth of 3 ft. to 5 ft.

The N-values (increased 28% to account for the automatic hammer higher efficiency) indicate 1) Medium Dense (i.e., 11<N<30) relative density through the SAND upper 4 ft, except for B2 with Very Loose (i.e. N<4), and Loose (i.e., 5<N<10) to the remainder depth along the Taxiway B western half; and 2) Medium Dense to the explored depth along the eastern half, excepting the underlaying Moderately Hard COQUINA by the eastern end (i.e. B3 to B6).

Groundwater
The groundwater was measured at depths varying from 3.5 ft. to 7 ft. at completion of the borings.

PAVEMENT SECTION
The Taxiway B pavement section at the boring locations consists of asphalt surface and limerock base courses with thicknesses as indicated in the following table:

Boring No.	Surface Course Thickness (in)	Base Course Thickness (in)	Boring No.	Surface Course Thickness (in)	Base Course Thickness (in)
B1	2.13	16.25	**B2**	2.25	11.25
B3	2.00	9.50	**B4**	2.25	9.50
B5	2.00	14.00	**B6**	2.00	11.00
B7	2.50	10.50	**B8**	2.00	10.50
B9	2.00	12.00	**B10**	5.00	9.00
B11	5.25	9.25	**B12**	2.25	11.25
B13	2.13	17.88	**B14**	2.00	12.00
B15	2.00	12.00	**C1**	2.00	8.75
C2	2.50	9.75	-	-	-

Photos of the pavement core specimens are enclosed in this report.

PAVEMENT SUBGRADE STRENGTH
The CBR laboratory test results indicate a subgrade (soil upper 18 inches) strength as shown in the following table:

CBR Location	Sample Depth (in)	CBR[1] (%)	Max. Dry Density[2] (lb/ft^3)	Optimum Moisture (%)
CBR1	6-18	18.2	98.3	16.3
CBR2	6-18	20.5	98.9	15.6
CBR3	6-18	18.0	96.5	17.6
CBR4	6-18	30.2	110.3	11.6
CBR5	6-18	36.0	111.3	12.4
CBR6	6-18	28.0	112.1	11.4
CBR7	6-18	42.0	101.6	14.0
CBR8	6-18	36.0	105.1	13.7

1-CBR value at 100% compaction per ASTM D 1557
2-Maximum Dry Density per ASTM D 1557

California Bearing Ratio & Modified Proctor Test sheets are enclosed in this report.

EVALUATIONS & RECOMMENDATIONS

In accordance with the United States Department of Transportation Federal Aviation Administration (FAA) guidelines, the SAND subgrade encountered at boring locations along Taxiway B is graded as "Fair to Good" for foundation when not subject to frost action. In addition, the encountered predominate Medium Dense relative density of the strata upper section is satisfactory.

Other aspects of the taxiway pavements at proposed rehabilitation such as thickness and strength should be designed in accordance with the FAA current guidelines for the airport's design aircraft.

LIMITATIONS

Information on subsurface strata and groundwater levels shown on the logs represent conditions encountered only at the locations indicated and at the time of the exploration.

CLOSURE

It has been a pleasure working with you and we look forward to continuing our work on this and future projects.

Sincerely,

Cal-Tech Testing, Inc.

IVAN E. MARCANO LICENSE No. 65550 STATE OF FLORIDA PROFESSIONAL ENGINEER 2/20/24

Ivan E. Marcano, P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice President

Enclosures:
Boring Location Plan (2 sheets)
Pavement Core Specimen Photos (2 sheets)
Boring Logs (15 sheets)
CBR Test Reports (8 sheets)



CAL-TECH TESTING, INC.
P.O. BOX 1625

Lake City, Florida 32056-1625
Phone: (386) 755-3633
Fax: (386) 752-5456

BORING LOCATION PLAN 1 of 2

New Smyrna Beach Municipal Airport-Taxiway B Rehabilitation
New Smyrna Beach, Florida



CAL-TECH TESTING, INC.
P.O. BOX 1625

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BORING LOCATION PLAN 2 of 2

New Smyrna Beach Municipal Airport-Taxiway B Rehabilitation
New Smyrna Beach, Florida





CAL-TECH TESTING, INC.
P.O. BOX 1625

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Fax: (386) 752-5456

PAVEMENT CORE SPECIMEN B1-B10

New Smyrna Beach Mun. Airport-Taxiway B Rehabilitation
New Smyrna Beach, Florida





CAL-TECH TESTING, INC.
P.O. BOX 1625

Lake City, Florida 32056-1625
Phone: (386) 755-3633
Fax: (386) 752-5456

PAVMT. CORE SPECIMEN B11-B15; C1- C2

New Smyrna Beach Mun. Airport-Taxiway B Rehabilitation
New Smyrna Beach, Florida

Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B1 Page 1 of 1

Date(s) Drilled **01/22/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.18 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **4.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'14.84" W80°57'22.56"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2.13 inches thick)	0	1		
Pavement **LIMEROCK** base course (16.25 inches thick)		2	19-13-8-4	21
Dark reddish brown **SAND** with silt **(SP-SM)**		3	3-4-4-3	8
Dark reddish brown **SILTY SAND (SM)**	5	4	3-2-1-1	3
		5	3-2-3-5	5
Dark grayish brown **SAND (SP)**		6	3-5-11-10	16
Bottom of Boring at 10.18 ft.	10			
	15			
	20			
	25			

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B2 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.19 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **4.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'16.86" W80°57'18.27"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2.25 inches thick)	0	1		
Pavement **LIMEROCK** base course (11.25 inches thick)		2	24-11-6-5	17
Dark reddish brown **SAND (SP)**		3	3-1-2-1	3
	5	4	2-1-2-2	3
		5	3-3-3-3	6
Grayish brown **SAND (SP)**		6	2-3-3-3	6
Bottom of Boring at 10.19 ft.	10			
	15			
	20			
	25			

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B3 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **5.34 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **Not Encountered**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'40.17" W80°56'39.36"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)	REMARKS (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)
Pavement **ASPHALT** surface course (2 inches thick)	0	1				Sample Type: 6-in Core Barrel
Pavement **LIMEROCK** base course (9.50 inches thick)		2		11-5-3-2	8	Sample 2 to 4 Type: 2-in Split Spoon
Red **SAND (SP)**		3		1-5-15-5	20	
Red **SHELLY SAND (SP)**	5	4		7-42-50/2"	92/8"	
Bottom of Boring at 5.34 ft.	10					
	15					
	20					
	25					

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B4 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.19 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **7 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'37.12" W80°56'39.13"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2.25 inches thick)	0	1			
Pavement **LIMEROCK** base course (9.50 inches thick)		2		15-11-10-10	21
Red **SAND (SP)**		3		8-8-4-3	12
	5	4		1-2-7-16	9
Cemented sand and shell **COQUINA**		5		16-9-10-11	19
		6		9-11-22-19	33
Bottom of Boring at 10.19 ft.	10				
	15				
	20				
	25				

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B5 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **7 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'34.40" W80°56'40.76"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)	REMARKS (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)
Pavement **ASPHALT** surface course (2 inches thick)	0	1				Sample Type: 6-in Core Barrel
Pavement **LIMEROCK** base course (14 inches thick)		2		14-11-10-9	21	Sample 2 to 6 Type: 2-in Split Spoon
Red **SAND (SP)**		3		26-46-25-24	71	
Cemented sand and shell **COQUINA**	5	4		20-17-15-14	32	
		5		16-13-9-10	22	
		6		14-13-14-11	27	
Bottom of Boring at 10.17 ft.	10					
	15					
	20					
	25					

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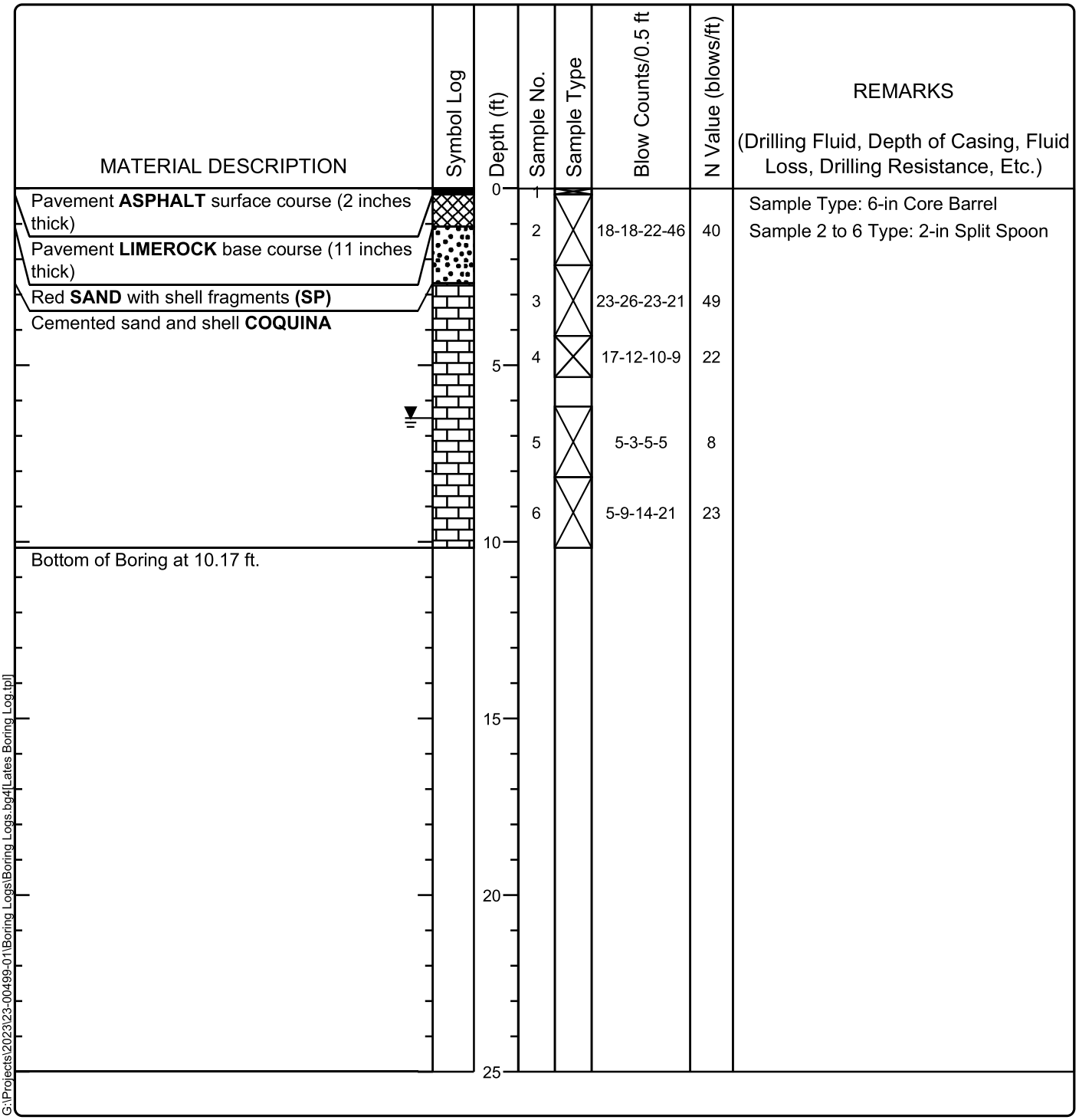
Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B6 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **6.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'33.16" W80°56'43.74"**	



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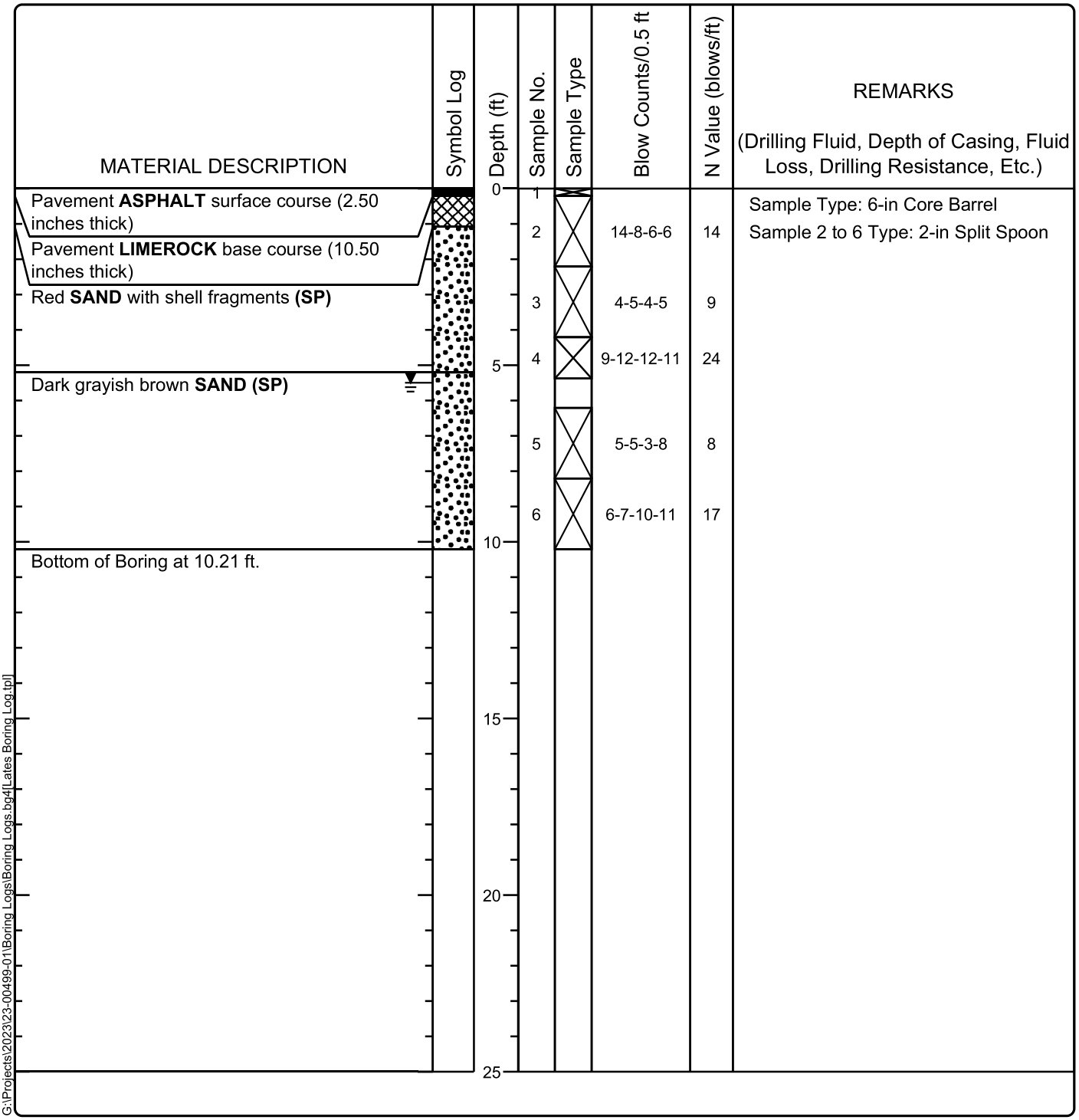
Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B7 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.21 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **5.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'30.61" W80°56'48.94"**	



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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B8 Page 1 of 1

Date(s) Drilled **01/23/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **3.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'29.62" W80°56'51.00"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2 inches thick)	0	1			
Pavement **LIMEROCK** base course (10.50 inches thick)		2		18-12-8-8	20
Red **SAND** with shell fragments **(SP)**		3		8-15-7-7	22
Dark grayish brown **SAND** with shell fragments**(SP)**	5	4		5-7-5-5	12
Grayish brown **SAND (SP)**		5		6-6-7-5	13
		6		5-4-4-3	8
Bottom of Boring at 10.17 ft.	10				
	15				
	20				
	25				

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel
Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B9 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'19.01" W80°57'13.94"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2 inches thick)	0	1		
Pavement **LIMEROCK** base course (12 inches thick)		2	20-16-10-9	26
Light grayish brown **SAND (SP)**		3	8-7-7-6	14
Light yellowish brown **SAND (SP)**	5	4	3-3-3-3	6
		5	2-3-4-3	7
		6	3-4-5-7	9
Bottom of Boring at 10.17 ft.	10			
	15			
	20			
	25			

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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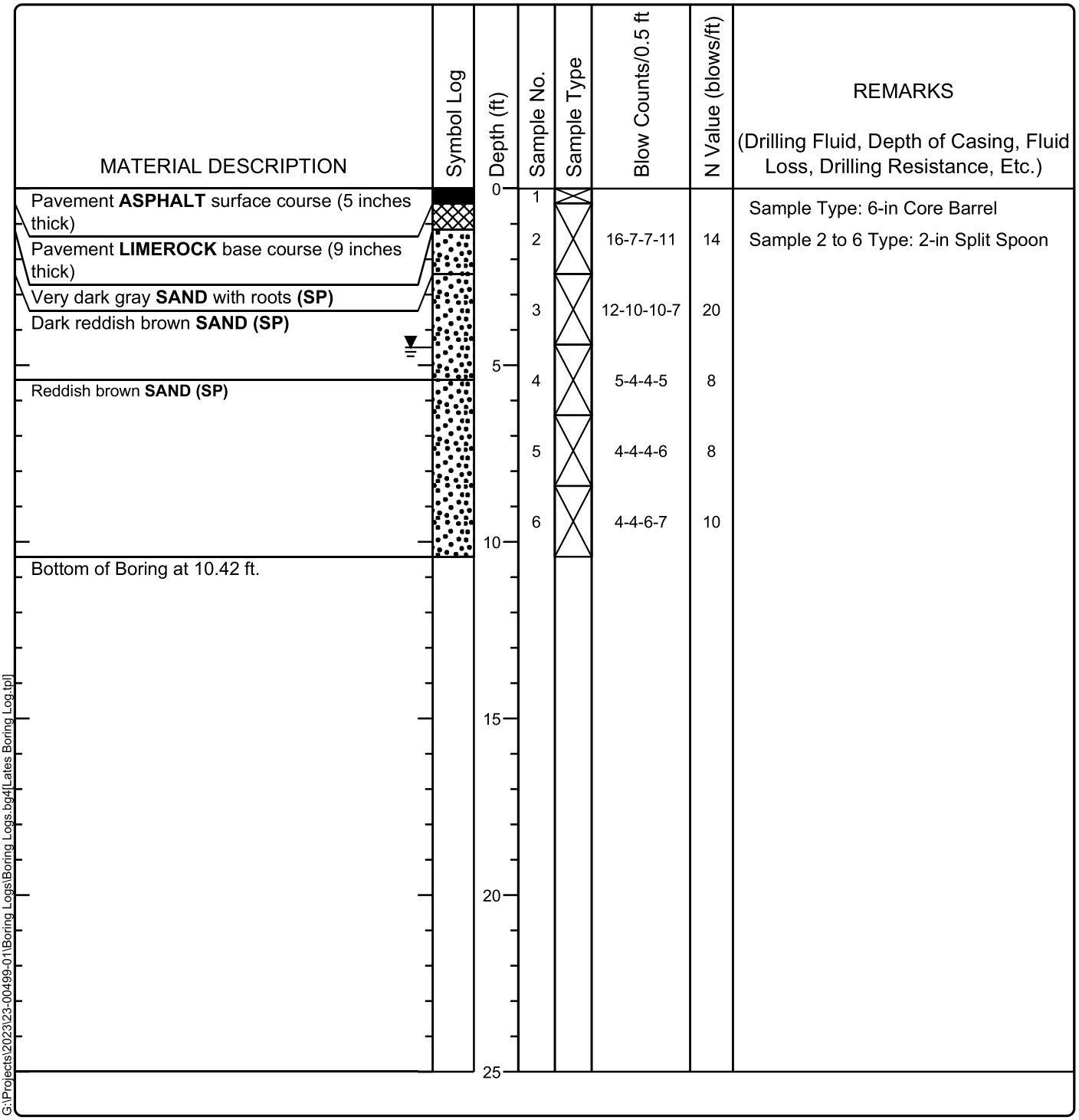
Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B10 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.42 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **4.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'21.02" W80°57'09.46"**	



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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B11 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.44 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **6 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'23.54" W80°57'03.97"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)	REMARKS (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)
Pavement **ASPHALT** surface course (5.25 inches thick)	0	1				Sample Type: 6-in Core Barrel
Pavement **LIMEROCK** base course (9.25 inches thick)		2		14-13-10-10	23	Sample 2 to 6 Type: 2-in Split Spoon
Reddish brown **SAND (SP)**		3		10-10-8-4	18	
	5	4		3-3-4-5	7	
		5		5-5-6-6	11	
	10	6		5-4-6-5	10	
Bottom of Boring at 10.44 ft.						
	15					
	20					
	25					

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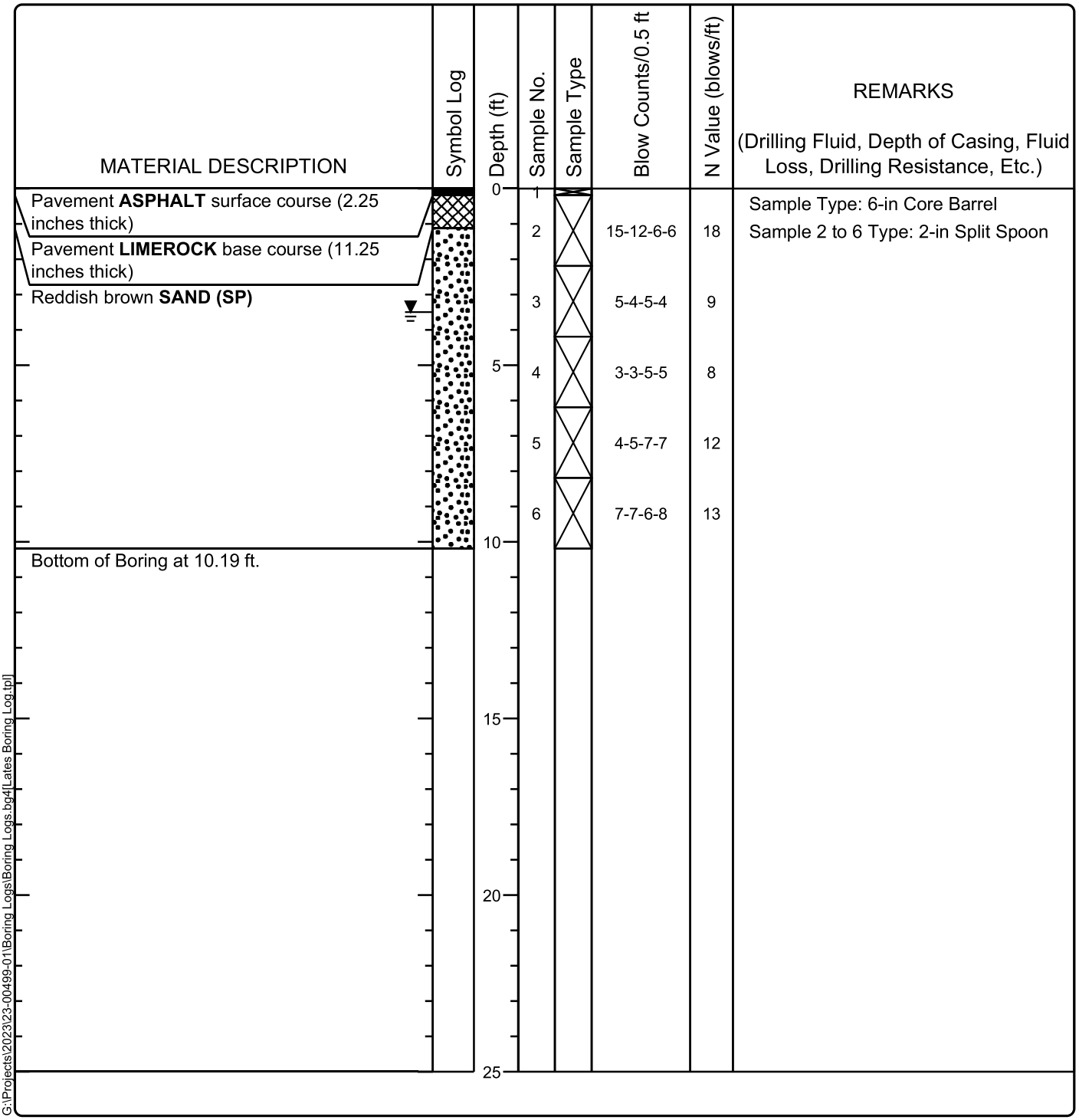
Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B12 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.19 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **3.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'24.81" W80°57'01.13"**	



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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B13 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.18 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **3 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'26.10" W80°56'58.71"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2.13 inches thick)	0	1		
Pavement **LIMEROCK** base course (17.88 inches thick)		2	21-16-12-15	28
Light gray **SAND (SP)**		3	10-9-6-9	15
Dark reddish brown **SAND (SP)**	5	4	8-12-18-18	20
		5	10-12-12-12	24
		6	9-9-11-11	20
Bottom of Boring at 10.18 ft.	10			
	15			
	20			
	25			

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B14 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **3 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'27.15" W80°56'56.01"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2 inches thick)	0	1		
Pavement **LIMEROCK** base course (12 inches thick)		2	16-9-8-6	17
Gray **SAND (SP)**		3	5-8-9-10	17
	5	4	8-7-7-8	14
Dark reddish brown **SAND (SP)**		5	4-5-9-8	14
		6	5-6-7-7	13
Bottom of Boring at 10.17 ft.	10			
	15			
	20			
	25			

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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Project: New Smyrna Beach Mun Airport-Taxiway B Rehabilitation Project Location: New Smyrna Beach, Florida Project Number: 23-00499-01	**Cal-Tech Testing, Inc.** 3309 SR 247 Lake City, Florida 32024	Log of Boring B15 Page 1 of 1

Date(s) Drilled **01/24/24**	Logged By **BS**	Checked By **IM**
Drilling Method **SPT**	Drill Bit Size/Type **2" OD Split Spoon**	Total Depth of Borehole **10.17 feet bgs**
Drill Rig Type **BK 51HD**	Drilling Contractor **Cal-Tech Testing, Inc.**	Approximate Surface Elevation **Referred to ground surface**
Groundwater Level and Date Measured **3.5 ft.**	Sampling Method(s) **Split Spoon**	Hammer Data **Automatic Hammer**
Borehole Backfill **Grout**	Location **N29°03'28.53" W80°56'53.56"**	

MATERIAL DESCRIPTION	Depth (ft)	Sample No.	Sample Type	Blow Counts/0.5 ft	N Value (blows/ft)
Pavement **ASPHALT** surface course (2 inches thick)	0	1			
Pavement **LIMEROCK** base course (12 inches thick)		2		18-16-12-7	28
Light yellowish brown **SAND (SP)**		3		7-6-5-5	11
Dark reddish brown **SAND (SP)**	5	4		2-2-3-4	5
Light yellowish brown **SAND (SP)**		5		3-3-3-4	6
		6		3-5-4-4	9
Bottom of Boring at 10.17 ft.	10				
	15				
	20				
	25				

REMARKS

(Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, Etc.)

Sample Type: 6-in Core Barrel

Sample 2 to 6 Type: 2-in Split Spoon

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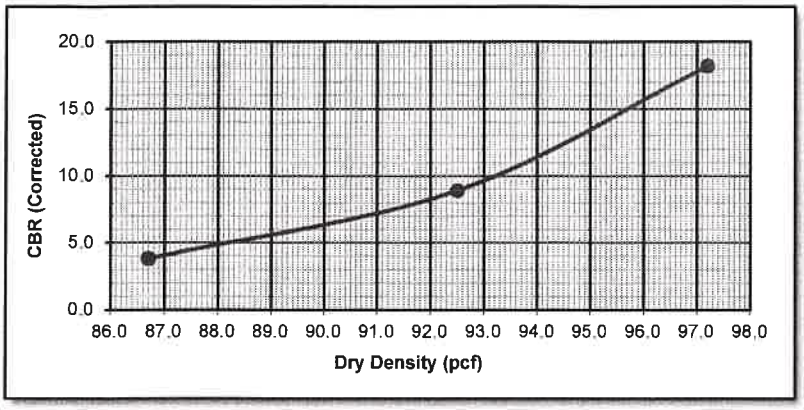
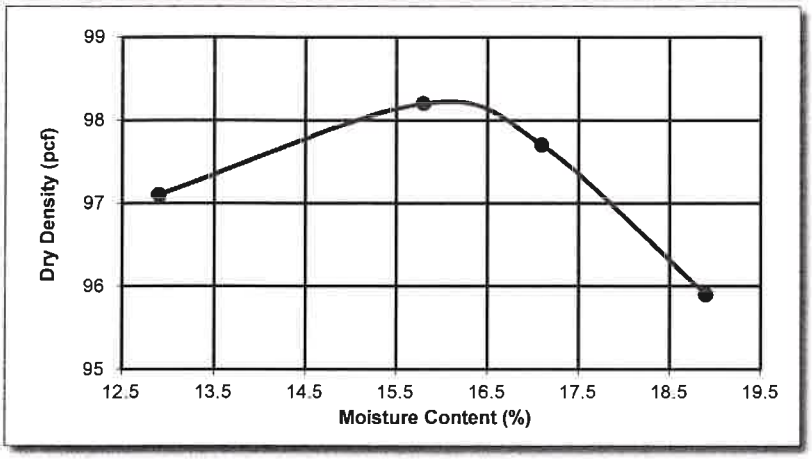
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/06/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	24448
Contractor:	AVCON, Inc.		





Sample No.:	1
CBR @ 100% Compaction:	18.2
CBR @ 98% Compaction:	16.0
Dry Density (pcf):	98.3
Optimum Moisture (%):	16.3
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	4.2
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	15.3	15.5	15.3	===
Initial Dry Density (pcf):	86.7	92.5	97.2	===
Final Moisture Content (%):	26.2	24.1	18.8	===
Final Dry Density (pcf):	79.2	86.1	94.4	===
$CBR_{0.1"}$ (uncorrected):	3.7	6.2	12.0	===
$CBR_{0.1"}$ (corrected):	3.8	8.9	18.2	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Gray Sand (SP)		
Sample Location:	N 29° 03' 16.79" W 80° 57' 26.60"		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/24/2024
Tested By:	J. Richter	**Date:**	02/06/2024
cc:	1cc: File		

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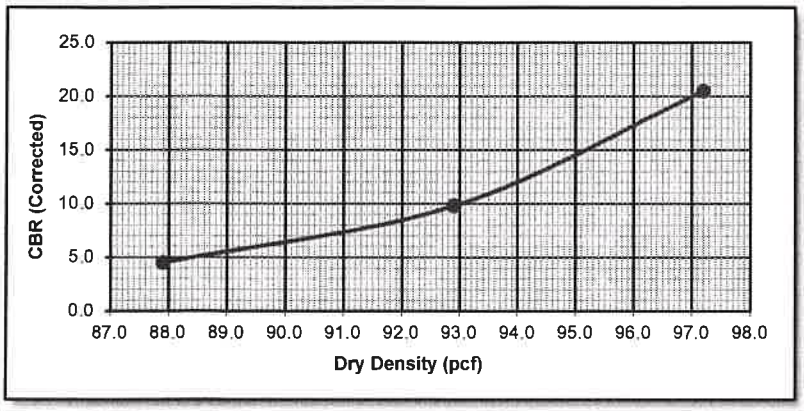
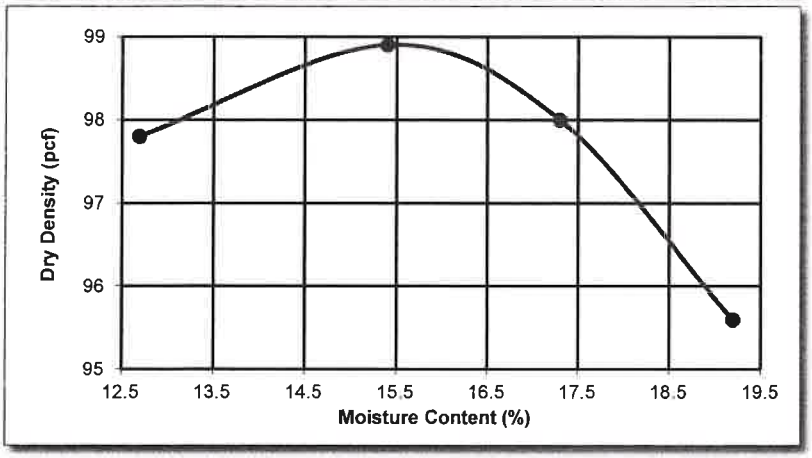
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/06/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	24449
Contractor:	AVCON, Inc.		





Sample No.:	2
CBR @ 100% Compaction:	20.5
CBR @ 98% Compaction:	19.5
Dry Density (pcf):	98.9
Optimum Moisture (%):	15.6
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	3.7
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	15.4	15.2	15.6	===
Initial Dry Density (pcf):	87.9	92.9	97.2	===
Final Moisture Content (%):	25.5	23.1	19.1	===
Final Dry Density (pcf):	80.8	86.9	94.4	===
$CBR_{0.1"}$ (uncorrected):	3.8	7.2	11.8	===
$CBR_{0.1"}$ (corrected):	4.5	9.8	20.5	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Gray Sand (SP)		
Sample Location:	N 29° 03' 16.38" W 80° 57' 26.37"		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/24/2024
Tested By:	J. Richter	**Date:**	02/06/2024
cc:	1cc: File		

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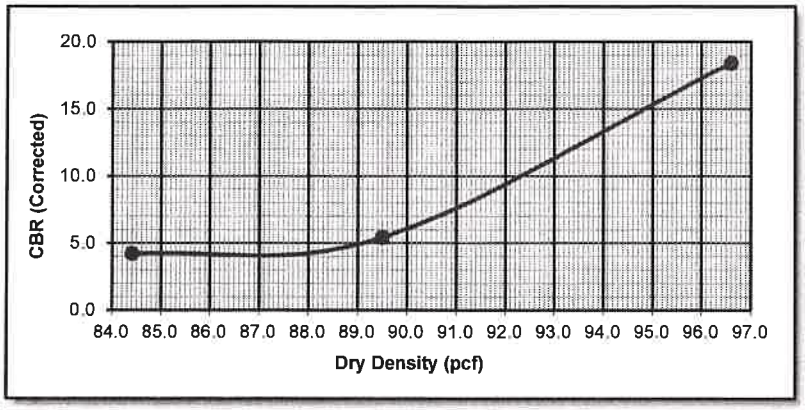
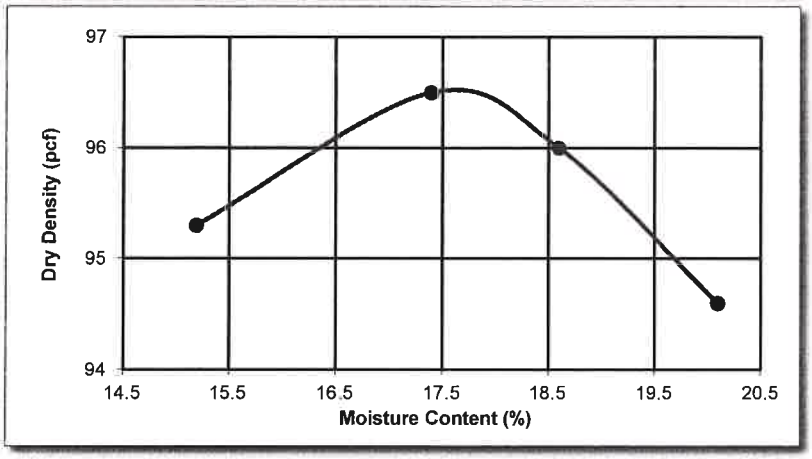
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/06/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	24450
Contractor:	AVCON, Inc.		





Sample No.:	3
CBR @ 100% Compaction:	18.0
CBR @ 98% Compaction:	14.1
Dry Density (pcf):	96.5
Optimum Moisture (%):	17.6
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	4.5
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	16.8	17.1	16.9	===
Initial Dry Density (pcf):	84.4	89.5	96.6	===
Final Moisture Content (%):	27.7	24.7	19.7	===
Final Dry Density (pcf):	77.2	84.0	94.3	===
$CBR_{0.1"}$ (uncorrected):	3.8	5.4	14.2	===
$CBR_{0.1"}$ (corrected):	4.2	5.4	18.4	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Dark Brown Sand (SP)		
Sample Location:	N 29° 03' 15.86" W 80° 57' 25.90"		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/24/2024
Tested By:	J. Richter	**Date:**	02/06/2024
cc:	1cc: File		

Date: 2/7/24

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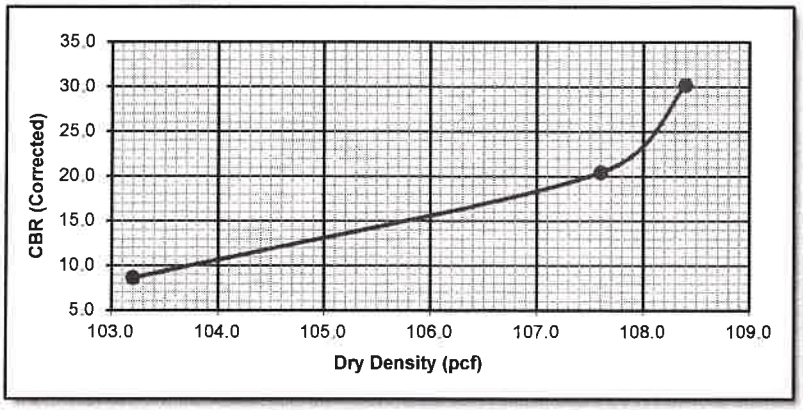
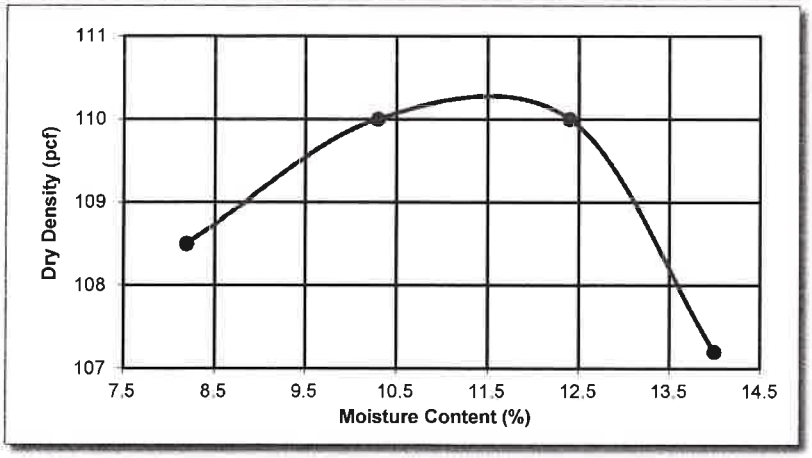
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/16/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	24451
Contractor:	AVCON, Inc.		





Sample No.:	4
CBR @ 100% Compaction:	30.2
CBR @ 98% Compaction:	25.0
Dry Density (pcf):	110.3
Optimum Moisture (%):	11.6
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	5.7
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	12.2	12.3	12.3	===
Initial Dry Density (pcf):	103.2	107.6	108.4	===
Final Moisture Content (%):	16.7	14.3	13.4	===
Final Dry Density (pcf):	99.2	105.7	107.3	===
$CBR_{0.1"}$ (uncorrected):	5.6	10.3	13.8	===
$CBR_{0.1"}$ (corrected):	8.6	20.4	30.2	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Dark Brown Sand with Silt (SP-SM)		
Sample Location:	N 29° 03' 39.50" W 80° 56' 39.24"		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/24/2024
Tested By:	J. Richter	**Date:**	02/16/2024
cc:	1cc: File		

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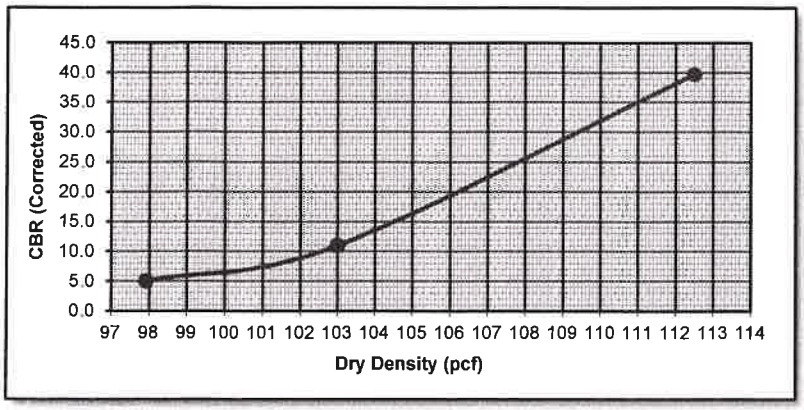
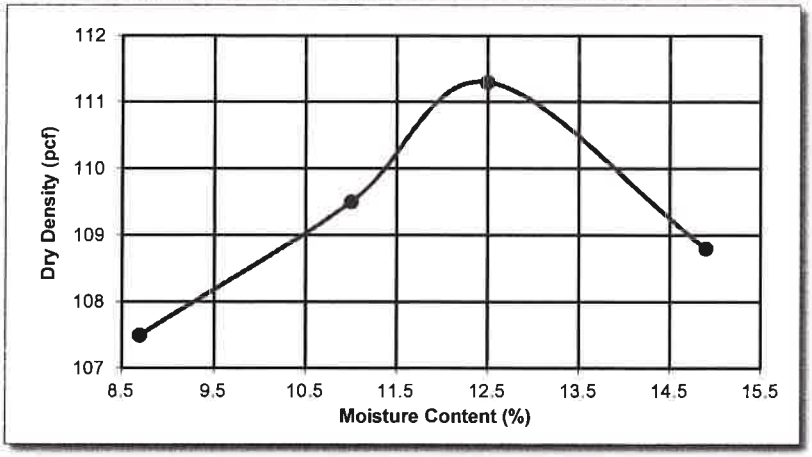
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/16/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	24452
Contractor:	AVCON, Inc.		





Sample No.:	5
CBR @ 100% Compaction:	36.0
CBR @ 98% Compaction:	29.0
Dry Density (pcf):	111.3
Optimum Moisture (%):	12.4
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	7.1
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	12.4	12.4	12.5	===
Initial Dry Density (pcf):	97.9	103.0	112.5	===
Final Moisture Content (%):	20.2	17.2	14.4	===
Final Dry Density (pcf):	91.5	98.8	110.7	===
$CBR_{0.1"}$ (uncorrected):	3.7	7.2	21.4	===
$CBR_{0.1"}$ (corrected):	5.0	11.0	39.7	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Brown Sand with Silt (SP-SM)		
Sample Location:	N 29° 03' 38.98" W 80° 56' 38.87"		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/24/2024
Tested By:	J. Richter	**Date:**	02/16/2024
cc:	1cc: File		

IVAN E. MARCANO LICENSE No. 65550 2/16/24 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date:
Licensed, Florida No.: 65550

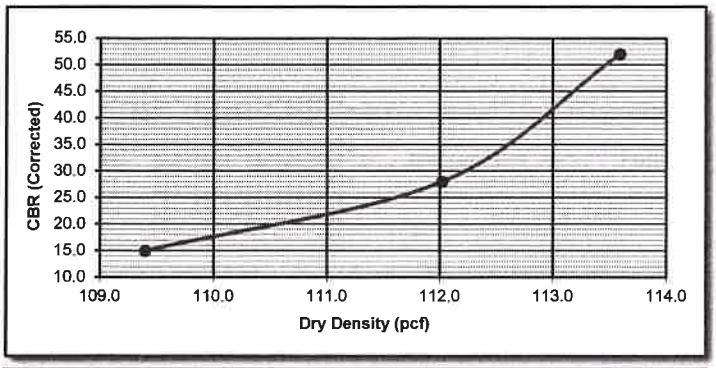
Cal-Tech Testing, Inc.

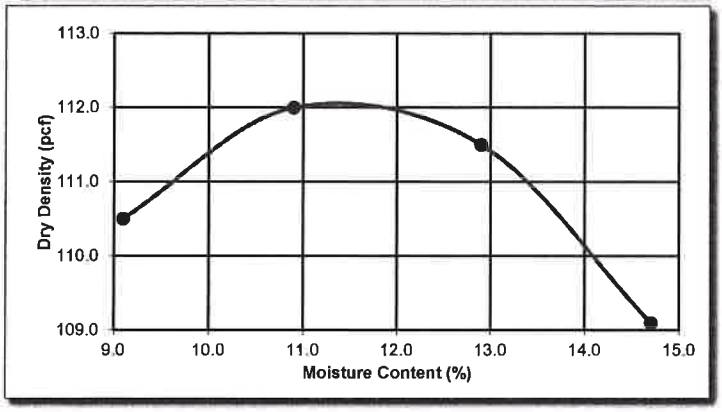
• Engineering
• Geotechnical
• Environmental

P.O. Box 1625 • Lake City, FL 32056-1625 • Tel(386)755-3633 • Fax(386)752-5456
2907 Spring Glen Road Jacksonville, FL 32207 • Tel(904)381-8901 • Fax(904) 381-8902

REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/16/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	J9266
Contractor:	AVCON, Inc.		





Sample No.:	6
CBR @ 100% Compaction:	28.0
CBR @ 98% Compaction:	17.0
Dry Density (pcf):	112.1
Optimum Moisture (%):	11.4
Carbonates (%):	NA
Pass 4 Sieve (%):	90
Pass 10 Sieve (%):	86
Pass No. 40 Sieve (%):	62
Pass No. 60 Sieve (%):	41
Pass No. 100 Sieve (%):	21
Pass No. 200 Sieve (%):	5.4
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP
Soil Classification :	SP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	11.3	11.2	11.4	===
Initial Dry Density (pcf):	109.4	112.0	113.6	===
Final Moisture Content (%):	13.8	12.9	12.3	===
Final Dry Density (pcf):	108.0	111.3	113.1	===
$CBR_{0.1"}$ (uncorrected):	8.0	20.0	31.0	===
$CBR_{0.1"}$ (corrected):	15.0	28.0	52.0	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Brown Sand with Rock Fragments		
Sample Location:	N 29.03.32.60 / W 80.56.43.92		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/26/2024
Tested By:	J. Murphy	**Date:**	02/16/2024
cc:	1cc: File		

Date: 2/20/24
Licensed, Florida No.: 65550

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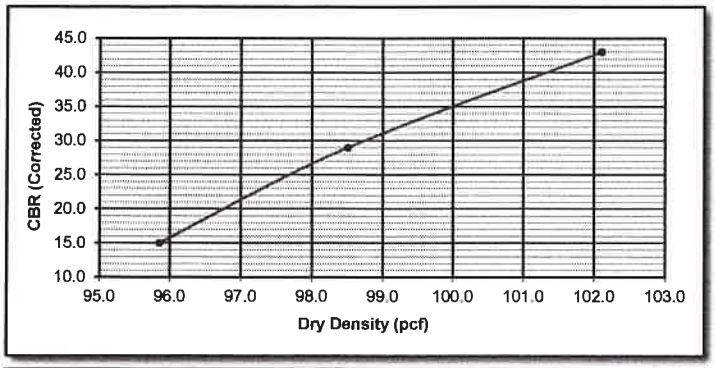
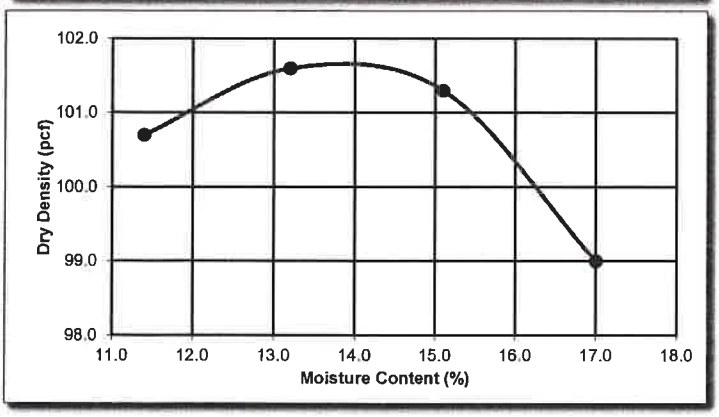
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/16/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	J9267
Contractor:	AVCON, Inc.		





Sample No.:	7
CBR @ 100% Compaction:	42.0
CBR @ 98% Compaction:	34.0
Dry Density (pcf):	101.6
Optimum Moisture (%):	14
Carbonates (%):	NA
Pass 4 Sieve (%):	100
Pass 10 Sieve (%):	100
Pass No. 40 Sieve (%):	99
Pass No. 60 Sieve (%):	98
Pass No. 100 Sieve (%):	39
Pass No. 200 Sieve (%):	4.0
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP
Soil Classification :	SP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	13.7	13.6	13.6	===
Initial Dry Density (pcf):	95.8	98.5	102.1	===
Final Moisture Content (%):	16.9	15.4	14.3	===
Final Dry Density (pcf):	93.6	97.9	102.1	===
$CBR_{0.1"}$ (uncorrected):	10.0	16.0	28.0	===
$CBR_{0.1"}$ (corrected):	15.0	29.0	43.0	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Orangish Tan Sand		
Sample Location:	N 29.03.22.37 / W 80.57.05.61		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/26/2024
Tested By:	J. Murphy	**Date:**	02/16/2024
cc:	1cc: File		

Date: 2/20/24

Licensed, Florida No.: 65550

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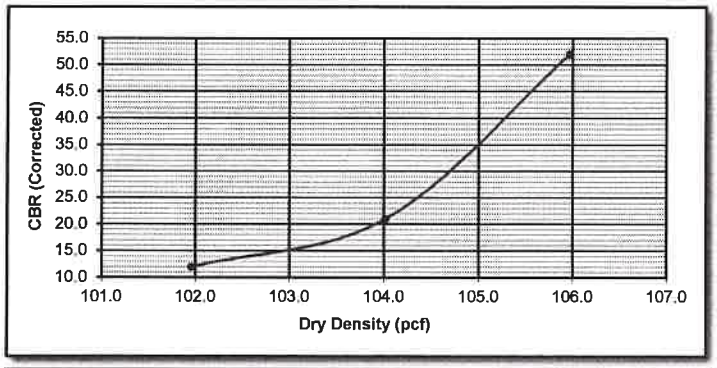
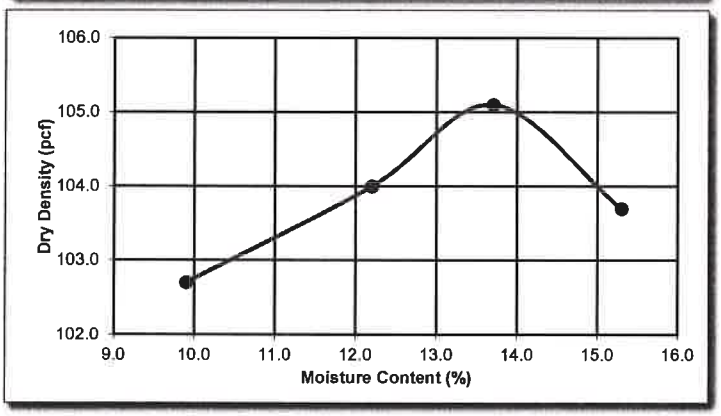
REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client:	AVCON, Inc. 5555 E Michigan St. Suite 200 Orlando, FL 32822	**File No:**	23-00499-01
Project Name:	New Smyrna Beach Municipal Airport-Taxiway B Construction/Reconstruction & Rehab	**Report Date:**	02/16/2024
Project Location:	New Smyrna Beach, FL	**Lab No:**	J9268
Contractor:	AVCON, Inc.		





Sample No.:	8
CBR @ 100% Compaction:	36.0
CBR @ 98% Compaction:	15.0
Dry Density (pcf):	105.1
Optimum Moisture (%):	13.7
Carbonates (%):	NA
Pass 4 Sieve (%):	100
Pass 10 Sieve (%):	98
Pass No. 40 Sieve (%):	94
Pass No. 60 Sieve (%):	89
Pass No. 100 Sieve (%):	36
Pass No. 200 Sieve (%):	5.4
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP
Soil Classification :	SP

CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	13.6	13.6	13.7	===
Initial Dry Density (pcf):	102.0	104.0	106.0	===
Final Moisture Content (%):	16.0	15.5	14.5	===
Final Dry Density (pcf):	100.8	103.1	105.6	===
$CBR_{0.1"}$ (uncorrected):	9.0	17.0	31.0	===
$CBR_{0.1"}$ (corrected):	12.0	21.0	52.0	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description:	Gray & Orange Sand		
Sample Location:	N 29.03.28.67 / W 80.56.54.03		
Proposed Use:	Subgrade		
Sampled By:	B. Stalvey	**Date:**	01/24/2024
Delivered to Lab:	B. Stalvey	**Date:**	01/26/2024
Tested By:	J. Murphy	**Date:**	02/16/2024
cc:	1cc: File		

Date: 02/16/24

Licensed, Florida No.: 65550

IVAN E. MARCANO
LICENSE
No. 65550
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Addendum 1
ITB 24-24-AIR: Taxiway B Reconstruction and Runway 7-25 Pavement Removal
May 31, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal, issued May 16, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Prebid Microsoft Teams Attendance Sheet
Prebid Sign in Sheet
Prebid Agenda/Meeting Minutes

Questions/Answers:

1. **Question:** Do you have an Engineer's estimate for the project?
   Answer: $4.5 Million

2. **Question:** The bid bond delivery on page 7 says the city must receive the bond by Feb. 05, 2024. What is the correct date?
   Answer: Section IV.E, Bid Bond, has been updated. Bid bond is due prior to 5:00 PM on June 17, 2024.

3. **Question:** Who is the OEM for Bid Item 62, NEW SIGN PANEL?
   Answer: ADB Safegate

4. **Question:** When is the estimated start date for the project?
   Answer: Fall/Winter 2024. Once FAA and FDOT grant funding is received and executed, the City will coordinate the date of the Notice to Proceed with the awarded Bidder.

5. **Question:** Is there an engineer’s cost estimate for this project?
   Answer: $4.5 Million

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

Microsoft Teams Attendance Report

1. Summary

Meeting title "Pre-Bid 24-24-AIR, Taxiwayy B Reconstruction And Runway 7-25 Pavement Removal"

Attended participants 2

Start time "5/29/24, 8:51:54 AM"

End time "5/29/24, 9:12:19 AM"

Meeting duration 20m 25s

Average attendance time 19m 34s

2. Participants

Name	First Join	Last Leave	In-Meeting Duration	Email	Participant ID (UPN)	Role
"Vivian, Janet"	"5/29/24, 8:51:58 AM"	"5/29/24, 9:12:19 AM"	20m 20s	JVivian@cityofnsb.com	jvivian@cityofnsb.com	Organizer
Eric Jackson	+13862587911 (Unverified)	"5/29/24, 8:53:26 AM"	"5/29/24, 9:12:15 AM"	18m 48s		Attendee

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
"Vivian, Janet"	"5/29/24, 8:51:58 AM"	"5/29/24, 9:12:19 AM"	20m 20s	JVivian@cityofnsb.com	Organizer
+13862587911 (Unverified)	"5/29/24, 8:53:26 AM"	"5/29/24, 9:12:15 AM"	18m 48s		Attendee

NON-MANDATORY PRE-BID MEETING SIGN-IN SHEET
CONSTRUCTION OF TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL
NEW SMYRNA BEACH MUNICIPAL AIRPORT (EVB)
MAY 29th, 2024, 9:00 am

Company Name	Contact Name	Phone Number	Email Address
~~New Smyrna Beach Airport~~	~~Arvin Weese~~ ~~Airport Manager~~	~~386-410-2680~~	~~aweese@cityofnsb.com~~
New Smyrna Beach Airport	Jacob Cosat Assistant Airport Manager	386-410-2680	jcosat@cityofnsb.com
AVCON, INC.	Daniel Nickols Jr.	407-599-1122 (x243)	dnickols@avconinc.com
AVCON, INC.	Pedro Valencia Jr	407-599-1122 (x291)	pvalencia@avconinc.com
Dickerson Int. Inc.	Kasey Edwards	863-885-1448	Kedwards@dfifl.com
NSB	Janet Vivian, Purchasing Agent	386-410-2654	
Eric Jenson	P+S Paving, Inc.	386-258-7911	ejensen@pandspavinginc.com

Non-Mandatory Pre-Bid Conference – Meeting Minutes
for
New Smyrna Beach Municipal Airport (EVB) – Taxiway B Reconstruction and Runway 7-25 Pavement Removal – ITB 24-24-AIR

Date: **May 29th, 2024 @ 9:00AM**
Location: **City of New Smyrna Beach Municipal Airport Administration Building, 602 Skyline Drive, New Smyrna Beach, FL 32168.**

- Sign in & Introduction.

- Receipt of Bids: Sealed bid proposals for the construction of the Taxiway B Reconstruction and Runway 7-25 Pavement Removal project will be received until 5:00 p.m. on Monday, June 17th, 2024 via the City's e-Procurement Portal found at https://secure.OpenGov.com/portal/cityofnsb/. Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as a live video conference on Tuesday, June 18th, 2024 @ 11:00 a.m., which will also be recorded (using Microsoft Teams) and posted on the bid page of the City's website. Bidders may contact the City's Purchasing Coordinator (purchasing.coordinator@cityofnsb.com) to obtain information to view the live bid opening. The information is also located on the City's eProcurement Portal, OpenGov. The bid tabulation shall be posted within 48 hours of the bid opening.

- Inquiries/Questions must be submitted in writing via the City's e-Procurement portal, OpenGov, on the Question/Answer Tab on or before, Thursday, June 6th, 2024 at 5:00 pm. All Correspondence must reference the Bid Number.

    - **When asking questions, please be sure to enter each question separately.**

- Final Bid Addenda shall be issued no later than Monday, June 10th, 2024 at 5:00 p.m.

- Project Overview – The New Smyrna Beach Municipal Airport (EVB) Taxiway B Reconstruction and Runway 7-25 Pavement Removal shall consist of the reconstruction of the Taxiway B pavement section and removal of Runway 7-25 pavement ends to bring the runway in to compliance with FAA obstacle free zone requirements. The project also includes minor displacement of Runway 7 and 25 to meet FAA approach clearance criteria, removal of Runway 2-20 dilapidated shoulder pavement, reconstruction of geometric widenings along the intersections of Taxiway A, Taxiway E, and Taxiway C, safety area and object free area grading, drainage infrastructure rehabilitation, airfield electrical reconfiguration, installation of runway edge lights and displaced threshold lights, and runway and taxiway markings. The detailed requirements can be found in the plans and specifications and associated bid documents located in OpenGov.

- **This is a towered airfield. Safety is of the utmost importance. Aircraft always have the right-of-way. Contractors shall not access any active movement area without prior permission and coordination with Owner, Engineer, and ATCT. If access to the movement area, outside of an active work area, is**

required then the Contractor shall be required to complete the mandatory driver training to be granted access/permission from the Airport.

- **Contractor personal vehicles are not permitted inside the fence or on the airfield. Contractor vehicles operating inside the fence or on the airfield must be covered under the Contractor's overall insurance, and the vehicles must be properly identified and lighted in accordance with the Contract Documents.**
- **Radio Communication with the Tower is Mandatory for this project. The Contractor shall provide staff with knowledge and experience communicating with ATCT personnel when required by the work activities.**

- Operational Safety – Special attention shall be directed to the requirements of the Construction Safety Phasing Plan and Details in the Bid Drawings. Safety Plan Compliance Document Certification must be read, understood, and agreed to within the OpenGov "Vendor Requirements" section.

- Site Access shall be through a temporary construction access gate via Sunset Drive, west of Taxiway B, an existing airport access gate via Sunset Drive, west of Runway 7 end, an existing cantilever gate vis Aero Circle, north of the administration building, and an existing construction access gate via South Street.

- Protection of facilities and equipment – Unless specifically marked for removal, or as directed by the engineer, all facilities and equipment on the airfield shall be protected in place. Any damage to existing facilities or equipment shall be repaired by the Contractor at no expense to the Owner.

- The Airfield shall stay secured at all times. At no point shall any fence or gate be left open and unattended. Failure to secure the airport may result in temporary or permanent dismissal from the site.

- This project includes airfield electrical. The Contractor shall be required, at the end of each working day to:
  - Check the airfield lights prior to leaving the site to ensure that they are operational.
  - Perform lock out/tag out procures whenever working on airfield circuitry.
  - Install and maintain airfield electrical jumpers and temporary connections.
  - Ensure that all portions of the airfield outside of the active work area remain illuminated and energized unless otherwise approved.

- Gopher tortoises have been known to be in the area/vicinity and on airport property. As detailed in the Bid Drawings, the contractor is responsible for completing the required certified gopher tortoise survey of the entire project area. Permitting, removal, and relocation, shall be completed as required or as directed by the Engineer. The Engineer is available for help/guidance through this process.

- The project duration is **200 calendar days** from the issued Construction Notice to Proceed. Please refer to the Construction Safety and Phasing Plans for more information regarding the specific requirements of the project and the specific operational restrictions for each work area and phase.

- Procurement time shall be allotted to the Contractor as needed prior to the issuance of the Notice to Proceed via the issuance of a Notice to Procure, if requested by the awarded bidder.

- Minimum 24 hours' notice shall be provided to the Owner and the RPR ahead of any planned working days on site. The Engineer/RPR must be present for all installations/work.

- This project is expected to receive federal grant funding from the FAA (Federal Aviation Administration). Please be advised that projects receiving federal grant funding are required to adhere to specific federal contract provisions including, but not limited to, Davis Bacon Wage Rate reporting, DBE (Disadvantaged Business Enterprise) goals and reporting, Buy America requirements, etc. The full list of federal contract provisions and requirements are located within the bid documents.

- Site Visit: A site visit is offered following the pre-bid meeting. No other site visits shall be provided unless requested and approved by the Owner in writing. Answers to questions asked during the site visit shall not be provided. All questions will be logged and answered via official bid addenda.

- The award of the project is contingent upon the receipt and execution of project grant funding from the FAA and FDOT.

- Questions? (All questions asked shall not be answered at this time due to the non-mandatory nature of this meeting, questions will be logged and answered with the first bid addendum). Questions are shown in blue.

  - When is the estimated start date for the project?
  - Is there an Engineer's Cost Estimate for this project?

- The meeting adjourned at 9:30 AM and the site visit commenced immediately after the meeting. No additional questions were asked during the site visit.

Notice of intent to award
June 27, 2024

Notice of Intent to award is hereby posted and subject to final award by Commission on Tuesday, August 13, 2024, at 6:30 p.m.

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the advertised solicitation or any applicable provision of law by the officers, agents, or employees of the City, may file a protest with the Purchasing Agent at purchasing@cityofnsb.com.

Solicitation Number	ITB 24-24-AIR	**Solicitation Title:**	Taxiway B Reconstruction and Runway 7-25 Pavement Removal
Number of Responses Received:	3	**Proposals Submitted:**	• Halifax Paving, Inc. • Masci General Contractor, Inc. • P&S Paving
Type of Contract: Construction/ Taxiway B Reconstruction and Runway 7-25 Pavement Removal			
• **Recommendation of award:** Masci General Contractor, Inc.			

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 24-24-AIR

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

RESPONSE DEADLINE: June 17, 2024 at 5:00 pm

Report Generated: Friday, August 30, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Masci General Contractor, Inc.	$4,847,128.64
Halifax Paving, Inc.	$5,285,109.50
P & S Paving, Inc.	$6,319,431.25

BASE BID

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	1	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	43270	SY	$5.50	$237,985.00	P-101	$6.50	$281,255.00	P-101	$6.00	$259,620.00	P-101
X	2	COLD MILLING EXISTING PAVEMENT, 0.25" NOMINAL DEPTH	1720	SY	$6.00	$10,320.00	P-101	$1.25	$2,150.00	P-101	$8.00	$13,760.00	P-101
X	3	OBLITERATE EXISTING SURFACE PAINT MARKINGS	5425	SY	$11.00	$59,675.00	P-101	$9.50	$51,537.50	P-101	$13.50	$73,237.50	P-101
X	4	REMOVAL OF EXISTING DRAINAGE PIPE	1700	LF	$22.00	$37,400.00	P-101	$15.00	$25,500.00	P-101	$88.75	$150,875.00	P-101

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	5	REMOVAL OF EXISTING DRAINAGE STRUCTURE	4	EA	$3,200.00	$12,800.00	P-101	$500.00	$2,000.00	P-101	$2,800.00	$11,200.00	P-101
X	6	UNCLASSIFIED EXCAVATION	3400	CY	$50.00	$170,000.00	P-152	$14.90	$50,660.00	P-152	$28.25	$96,050.00	P-152
X	7	BORROW EXCAVATION	3700	CY	$50.00	$185,000.00	P-152	$19.30	$71,410.00	P-152	$65.50	$242,350.00	P-152
X	8	ROCK EXCAVATION	490	CY	$100.00	$49,000.00	P-152	$31.95	$15,655.50	P-152	$60.00	$29,400.00	P-152
X	9	LIME ROCK BASE COURSE (6" THICKNESS)	3575	CY	$100.00	$357,500.00	P-211	$85.84	$306,878.00	P-211	$105.00	$375,375.00	P-211
X	10	ASPHALT SURFACE COURSE (4" THICKNESS)	6936	TON	$180.00	$1,248,480.00	P-401	$145.39	$1,008,425.04	P-401	$240.00	$1,664,640.00	P-401
X	11	EMULSIFIED ASPHALT PRIME COAT	6640	GAL	$6.00	$39,840.00	P-602	$5.30	$35,192.00	P-602	$4.25	$28,220.00	P-602
X	12	EMULSIFIED ASPHALT TACK COAT	1640	GAL	$6.00	$9,840.00	P-603	$4.10	$6,724.00	P-603	$4.25	$6,970.00	P-603
X	13	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	38710	SF	$1.20	$46,452.00	P-620	$1.49	$57,677.90	P-620	$1.75	$67,742.50	P-620
X	14	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	17845	SF	$0.50	$8,922.50	P-620	$1.32	$23,555.40	P-620	$0.65	$11,599.25	P-620
X	15	HALF-RATE RUNWAY & TAXIWAY MARKINGS, WITHOUT REFLECTIVE MEDIA	38710	SF	$0.50	$19,355.00	P-620	$0.50	$19,355.00	P-620	$0.65	$25,161.50	P-620
X	16	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	305	LF	$77.00	$23,485.00	D-701	$158.30	$48,281.50	D-701	$110.00	$33,550.00	D-701
X	17	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	500	LF	$86.00	$43,000.00	D-701	$168.34	$84,170.00	D-701	$130.00	$65,000.00	D-701

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	18	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	180	LF	$155.00	$27,900.00	D-701	$229.50	$41,310.00	D-701	$220.00	$39,600.00	D-701
X	19	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	610	LF	$240.00	$146,400.00	D-701	$299.61	$182,762.10	D-701	$270.00	$164,700.00	D-701
X	20	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	125	LF	$106.00	$13,250.00	D-701	$251.23	$31,403.75	D-701	$140.00	$17,500.00	D-701
X	21	DITCH BOTTOM INLET, TYPE C	2	EA	$7,900.00	$15,800.00	D-751	$7,160.00	$14,320.00	D-751	$11,400.00	$22,800.00	D-751
X	22	NEW FDOT CONCRETE U-WALL	1	EA	$9,800.00	$9,800.00	D-752	$8,700.00	$8,700.00	D-752	$20,850.00	$20,850.00	D-752
X	23	NEW FDOT STRAIGHT CONCRETE ENDWALL	6	EA	$5,400.00	$32,400.00	D-752	$5,600.00	$33,600.00	D-752	$4,600.00	$27,600.00	D-752
X	24	SODDING	52505	SY	$4.00	$210,020.00	T-904	$3.00	$157,515.00	T-904	$4.50	$236,272.50	T-904
X	25	GOPHER TORTOISE SURVEY/PROTECTION	1	LS	$500.00	$500.00	-	$3,500.00	$3,500.00	-	$16,000.00	$16,000.00	-
X	28	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS	$75,000.00	$75,000.00	GP-80	$7,541.00	$7,541.00	GP-80	$300,000.00	$300,000.00	GP-80
X	29	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$500.00	$1,000.00	GP-80	$3,500.00	$7,000.00	GP-80	$20,000.00	$40,000.00	GP-80
X	30	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$150,000.00	$150,000.00	C-100	$40,000.00	$40,000.00	C-100	$95,000.00	$95,000.00	C-100
X	31	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$10,000.00	$10,000.00	C-102	$3,000.00	$3,000.00	C-102	$60,000.00	$60,000.00	C-102

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	32	INSTALLATION AND REMOVAL OF SILT FENCE	2215	LF	$2.00	$4,430.00	C-102	$1.45	$3,211.75	C-102	$2.20	$4,873.00	C-102
X	33	STORM DRAIN INLET PROTECTION	10	EA	$250.00	$2,500.00	C-102	$230.00	$2,300.00	C-102	$250.00	$2,500.00	C-102
X	34	FIELD OFFICE	1	LS	$25,000.00	$25,000.00	C-105	$29,000.00	$29,000.00	C-105	$50,000.00	$50,000.00	C-105
X	35	FIELD OFFICE EQUIPMENT	1	LS	$25,000.00	$25,000.00	C-105	$5,000.00	$5,000.00	C-105	$28,500.00	$28,500.00	C-105
X	36	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	1	LS	$25,000.00	$25,000.00	SP-104-1	$83,895.00	$83,895.00	SP-104-1	$9,000.00	$9,000.00	SP-104-1
X	37	ELECTRICAL DEMOLITION	1	LS	$95,000.00	$95,000.00	SP-105-1	$63,250.00	$63,250.00	SP-105-1	$30,000.00	$30,000.00	SP-105-1
X	38	1/C L-824 - TYPE C UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	30000	LF	$1.50	$45,000.00	L-108-1	$2.30	$69,000.00	L-108-1	$2.00	$60,000.00	L-108-1
X	39	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	16000	LF	$3.00	$48,000.00	L-108-2	$3.45	$55,200.00	L-108-2	$6.75	$108,000.00	L-108-2
X	40	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	550	EA	$125.00	$68,750.00	L-108-3	$103.50	$56,925.00	L-108-3	$200.00	$110,000.00	L-108-3
X	41	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	$5,000.00	$5,000.00	L-109-1	$5,750.00	$5,750.00	L-109-1	$10,200.00	$10,200.00	L-109-1
X	42	SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS	1	LS	$6,500.00	$6,500.00	L-109-2	$4,600.00	$4,600.00	L-109-2	$7,000.00	$7,000.00	L-109-2

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	43	7.5KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 240V	1	LS	$35,000.00	$35,000.00	L-109-3	$28,750.00	$28,750.00	L-109-3	$25,000.00	$25,000.00	L-109-3
X	44	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	14000	LF	$8.50	$119,000.00	L-110-1	$9.20	$128,800.00	L-110-1	$5.25	$73,500.00	L-110-1
X	45	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1300	LF	$24.00	$31,200.00	L-110-2	$40.25	$52,325.00	L-110-2	$32.00	$41,600.00	L-110-2
X	46	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	200	LF	$30.00	$6,000.00	L-110-3	$42.55	$8,510.00	L-110-3	$43.00	$8,600.00	L-110-3
X	47	L-867D JUNCTION CAN	9	EA	$2,300.00	$20,700.00	L-115-1	$1,955.00	$17,595.00	L-115-1	$2,200.00	$19,800.00	L-115-1
X	48	JUNCTION CAN PLAZA - TWO L-867D CANS	4	EA	$8,000.00	$32,000.00	L-115-2	$7,475.00	$29,900.00	L-115-2	$4,500.00	$18,000.00	L-115-2
X	49	L-867B, 1/2" THICK GALVANIZED STEEL BLANK COVER (NE)	18	EA	$200.00	$3,600.00	L-115-3	$230.00	$4,140.00	L-115-3	$350.00	$6,300.00	L-115-3
X	50	L-852D MIRL RUNWAY EDGE LIGHT - CLEAR/YELLOW (A)	2	EA	$5,000.00	$10,000.00	L-125-1	$4,715.00	$9,430.00	L-125-1	$4,600.00	$9,200.00	L-125-1
X	51	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	1	EA	$9,000.00	$9,000.00	L-125-2	$10,810.00	$10,810.00	L-125-2	$9,500.00	$9,500.00	L-125-2
X	52	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	3	EA	$11,000.00	$33,000.00	L-125-3	$9,660.00	$28,980.00	L-125-3	$9,400.00	$28,200.00	L-125-3
X	53	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	3	EA	$13,000.00	$39,000.00	L-125-4	$10,235.00	$30,705.00	L-125-4	$9,600.00	$28,800.00	L-125-4
X	54	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	1	EA	$6,000.00	$6,000.00	L-125-5	$7,043.75	$7,043.75	L-125-5	$8,000.00	$8,000.00	L-125-5

Base Bid					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	55	L-861 RUNWAY EDGE LIGHT - RED/YELLOW (A)	4	EA	$3,000.00	$12,000.00	L-125-6	$3,277.50	$13,110.00	L-125-6	$2,200.00	$8,800.00	L-125-6
X	56	L-861E RUNWAY THRESHOLD LIGHT - GREEN/YELLOW (A)	4	EA	$3,000.00	$12,000.00	L-125-7	$3,622.50	$14,490.00	L-125-7	$2,200.00	$8,800.00	L-125-7
X	57	L-861E RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED (A)	12	EA	$3,000.00	$36,000.00	L-125-8	$3,507.50	$42,090.00	L-125-8	$2,100.00	$25,200.00	L-125-8
X	58	L-861E RUNWAY THRESHOLD LIGHT - RED/RED (T)	16	EA	$2,500.00	$40,000.00	L-125-9	$2,357.50	$37,720.00	L-125-9	$2,300.00	$36,800.00	L-125-9
X	59	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	138	EA	$2,600.00	$358,800.00	L-125-10	$2,242.50	$309,465.00	L-125-10	$1,500.00	$207,000.00	L-125-10
X	60	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	23	EA	$2,500.00	$57,500.00	L-125-11	$3,162.50	$72,737.50	L-125-11	$2,100.00	$48,300.00	L-125-11
X	61	FIELD LIGHTNING ARRESTOR ASSEMBLY	11	EA	$1,750.00	$19,250.00	L-125-12	$1,092.50	$12,017.50	L-125-12	$2,400.00	$26,400.00	L-125-12
X	62	NEW SIGN PANEL	6	EA	$800.00	$4,800.00	L-125-13	$862.50	$5,175.00	L-125-13	$1,760.00	$10,560.00	L-125-13
X	63	REMOVE AND RELOCATE EXISTING SIGN ON NEW CONCRETE PAD	17	EA	$5,000.00	$85,000.00	L-125-14	$8,050.00	$136,850.00	L-125-14	$6,600.00	$112,200.00	L-125-14
X	64	MOBILIZATION (10% MAXIMUM)	1	LS	$385,000.00	$385,000.00	C-105	$439,000.00	$439,000.00	C-105	$550,000.00	$550,000.00	C-105
Total						$4,956,154.50			$4,438,854.19			$5,925,706.25	

BASE BID - ALLOWANCE LINE ITEMS

Allowance Line-Item Unit Prices are Pre-Determined by the Owner.

Base Bid - Allowance Line Items					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	26	GOPHER TOROISE PERMIT	1	ALLOW	$10,000.00	$10,000.00	-	$10,000.00	$10,000.00	-	$10,000.00	$10,000.00	-
X	27	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	1	ALLOW	$25,000.00	$25,000.00	-	$25,000.00	$25,000.00	-	$25,000.00	$25,000.00	-
Total						$35,000.00			$35,000.00			$35,000.00	

BID ALTERNATE A

Additional Drainage Infrastructure Work Outside of the Taxiway Object Free Area

Bid Alternate A					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	65	REMOVAL OF EXISTING DRAINAGE PIPE	950	LF	$25.00	$23,750.00	P-101	$15.00	$14,250.00	P-101	$30.00	$28,500.00	P-101
X	66	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA	$3,500.00	$28,000.00	P-101	$500.00	$4,000.00	P-101	$2,000.00	$16,000.00	P-101
X	67	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	520	LF	$80.00	$41,600.00	D-701	$158.30	$82,316.00	D-701	$110.00	$57,200.00	D-701

Bid Alternate A					Halifax Paving, Inc.			Masci General Contractor, Inc.			P & S Paving, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec	Unit Cost	Total	Spec	Unit Cost	Total	Spec
X	68	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	210	LF	$90.00	$18,900.00	D-701	$168.34	$35,351.40	D-701	$130.00	$27,300.00	D-701
X	69	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	105	LF	$160.00	$16,800.00	D-701	$229.50	$24,097.50	D-701	$225.00	$23,625.00	D-701
X	70	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	115	LF	$250.00	$28,750.00	D-701	$299.61	$34,455.15	D-701	$280.00	$32,200.00	D-701
X	71	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	280	LF	$115.00	$32,200.00	D-701	$251.23	$70,344.40	D-701	$160.00	$44,800.00	D-701
X	72	DITCH BOTTOM INLET, TYPE C	6	EA	$8,500.00	$51,000.00	D-751	$7,160.00	$42,960.00	D-751	$9,750.00	$58,500.00	D-751
X	73	DITCH BOTTOM INLET, TYPE G	2	EA	$13,000.00	$26,000.00	D-751	$16,250.00	$32,500.00	D-751	$20,300.00	$40,600.00	D-751
X	74	MOBILIZATION (10% MAXIMUM)	1	LS	$26,955.00	$26,955.00	C-105	$33,000.00	$33,000.00	C-105	$30,000.00	$30,000.00	C-105
Total						$293,955.00			$373,274.45			$358,725.00	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Halifax Paving, Inc.	Masci General Contractor, Inc.	P & S Paving, Inc.
Public Records Act	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass
Florida Division of Corporations/Sunbiz	Pass	Pass	Pass
Licenses	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass
Drug-Free Workplace Certification	Pass	Pass	Pass
Drug-Free Workplace Certification Site Information	Pass	Pass	Pass
References	Pass	Pass	Pass
City Required Forms - Notarized, non-notarized, and signed addendums.	Pass	Pass	Pass
Submittal	Pass	Pass	Pass
Access to Records and Reports	Pass	Pass	Pass
Breach of Contract Terms	Pass	Pass	Pass
Construction Safety and Phasing Plan - Safety Plan Compliance Certification	Pass	Pass	Pass
Affirmative Action Requirement			

Question Title	Halifax Paving, Inc.	Masci General Contractor, Inc.	P & S Paving, Inc.
CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):	Pass	Pass	Pass
The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____ % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.	Pass	Pass	Pass
Required information pertaining to Bidder's DBE Status and DBE Plan. Please provide the following.	Pass	Pass	Pass
Buy America Preference			
A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects	Pass	Pass	Pass
CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS			

Question Title	Halifax Paving, Inc.	Masci General Contractor, Inc.	P & S Paving, Inc.
The applicant represents that it IS or IS NOT a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.	Pass	Pass	Pass
The applicant represents that it IS or IS NOT a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.	Pass	Pass	Pass

Detail by FEI/EIN Number

Florida Profit Corporation
MASCI GENERAL CONTRACTOR, INC.

Filing Information

Document Number	P04000169369
FEI/EIN Number	20-2045800
Date Filed	12/17/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
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Event Effective Date	NONE

Principal Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Mailing Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Registered Agent Name & Address

MASCI, MARIA
5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

Name Changed: 04/09/2012

Address Changed: 01/12/2021

Officer/Director Detail

Name & Address

Title President

MASCI, LEONEL
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Title VP

MASCI, ANDRES
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Title S

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Title VP

Ferreira, Leticia Maria Masci
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Annual Reports

Report Year	Filed Date
2022	01/27/2022
2023	02/09/2023
2024	02/08/2024

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Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI GENERAL CONTRACTOR, INC.
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/13/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

LICENSE NUMBER: CUCA56854

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2024

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MASCI, LEONEL ANDRES

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: PE68418

EXPIRATION DATE: FEBRUARY 28, 2025

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Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

700

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Masci General Contractor, Inc. ,

(hereinafter called Principal) and Arch Insurance Company
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of MO , with its principal offices in the City of Jersey City, NJ 07311-1107 , authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount Bid---------- Dollars ($ --------10%--------), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach , Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach , Florida, a bid for the construction of 24-24 AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day of June , 20 24 .

MASCI GENERAL CONTRACTOR, INC. CORPORATE SEAL 2004 FLORIDA

Masci General Contractor, Inc.
Principal

By _____

Arch Insurance Company
Surety

By _____
Jeffrey W. Reich, Attorney-In-Fact & FL Licensed Resident Agent
Inquiries: 407-786-7770

ATTEST:

_____
(SEAL) Steve Engelhart

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jeffrey W. Reich

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond
Principal: Masci General Contractor, Inc.
Obligee: City of New Smyrna Beach, FL

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **1st day of February, 2024**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated February 1, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th **day of** June, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

MASCI GENERAL CONTRACTOR, INC.

GENERAL CONTRACTORS
5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 General Fax (386) 322-4600
Estimating Fax (386) 322-4543

June 17, 2024

City of New Smyrna Beach Airport
Administration Building
602 Skyline Drive
New Smyrna Beach, FL 32168

RE: Taxiway B Reconstruction and Runway 7-25
Pavement Removal

To Whom It May Concern,

This letter is in reference to the project mentioned above. Masci General Contractor, Inc. has no conflicts of interest due to other clients, contracts, or property interests.

If you should have any questions, please feel free to contact us.

Sincerely,

Leticia M. Ferreira
Vice President

COMPLETED CONTRACTS AND REFERENCES					
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
$4,615,462.69	T5742	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$9,157,347.80	T5711	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$15,549,456.15	SR417 Resurfacing	2023	Orange County	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807-1684	Milling & Paving
$480,210.47	E5X97-R0	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$9,858,121.65	G1T27 - Graham Swamp	2023	Flagler County	Flagler County Board of County Commissioners 1769 E. Moody Blvd., Bldg 2 Bunnell, FL 32110	Pedestrian Bridge, Road Construction
$7,138,825.51	T5727	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$5,275,495.02	E57A1	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$7,558,842.03	E574A	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$721,523.19	City of Port Orange - Resurfacing	2023	Port Orange	City of Port Orange, 1000 City Center Circle, Port Orange, FL 32127	Milling & Paving
$565,188.38	Edgewater Resurfacing	2023	Edgewater	City of Edgewater 104 N Riverside Dr. Edgewater, FL 32132	Milling & Paving
$589,639.14	Ormond Beach Annual Resurfacing	2023	Ormond Beach	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Milling & Paving
$873,660.91	Dunes Resurfacing	2023	Palm Coast	DCDD 101 Jungle Hut Rd., Palm Coast, FL 32137	Milling & Paving
$902,241.00	5I26	2023	Titusville	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repairs

$577,065.00	H5I24	2023	Port Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repairs
$2,358,617.93	Palm Coast Resurfacing	2022	Palm Coast	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	Milling & Paving
$1,316,438.72	Volusia County - Annual Resurfacing	2022	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Milling & Paving
$7,544,822.62	E51A9	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Widening & Drainage Improvements
$13,106,590.67	Howland Blvd. Deltona, Widening	2022	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
$ 17,848,966.12	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
$ 165,989.45	City of Titusville Neighborhood Services Department	2021	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs
$ 1,556,034.12	City of Titusville Annual Resurfacing - Public Works	2021	Brevard County	William Larese, 555 S. Washington Ave., Titusville, FL. (321) 567-3682	Resurfacing
$ 237,197.28	City of Lake Mary Citywide Milling & Paving	2021	Seminole County	Kevin Smith, City of Lake Mary, 911 Wallace Ct. Lake Mary, FL.	Milling & Paving
$ 345,460.13	City of Ormond Beach Roadway Repaving	2021	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Repaving
$ 2,319,234.97	City of Palm Coast Street Resurfacing	2021	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Resurfacing
$ 5,811,030.74	T5681 -SR 400 (I-4) Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 12,045,287.37	Riverwalk Phase III	2021	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Trail Construction
$ 1,331,946.72	Fort Florida Rd	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction

$ 4,976,836.09	T5680 Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 4,878,954.76	Williamson Blvd Widening	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Expansion

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Port Orange

Before me, the undersigned authority, personally appeared Leticia M. Ferreira

who was duly sworn, deposes, and states:

1. I am the Vice President of Masci General Contractor, Inc. with a local office in Port Orange, FL (City & State) and principal office in Port Orange, FL (City & State).
2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Leticia M. Ferreira
Typed Name

Signed

Vice President
Title

6/17/2024
Dated

Sworn to and subscribed before me this 17th day of June 2024.

Personally known X OR produced identification ____. Identification type:

Notary Public: State of Florida County of Volusia

Printed, typed, or stamped commissioned name of notary public

My commission expires: 4/8/28

VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Leticia M. Ferreira
(Print Individual's Name and Title)
for Masci General Contractor, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 5752 S. Ridgewood Avenue, Port Orange, FL 32127

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2045800

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 17th day of June, 2024

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of _____

My commission expires: 4/9/28

VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Leticia M. Ferreira, being first duly sworn, deposes and says that:

He/she is Vice President of Masci General Contractor, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice President

Title

Subscribed and sworn to before me this 17th day of June, 2024.

Title

My Commission Expires: 4/9/28

NOTARY PUBLIC STATE OF FLORIDA

VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Masci General Contractor, Inc.

Consultant E-Verify Registration Number: 1454791

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Leticia M. Ferreira

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

17th Day of June, 2024. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: 4/9/28

VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

VENDOR INFORMATION

BID #:	24-24-AIR
BID TITLE:	Taxiway B Reconstruciton and Runway 7-25 Pavement Removal

Respondent Information	
Company Name: Masci General Contractor, Inc. 5752 S Ridgewood Ave Port Orange, FL 32127	Federal Employer Identification Number or SS Number: 20-2045800 DUN Number: 825720191
Mailing Address 5752 S. Ridgewood Avenue	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Port Orange, FL 32127	Incorporated in the State of:
Corporate Address: 5752 S. Ridgewood Avenue,	What kind of business: "For Profit" or "Not for Profit" For Profit Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code Port Orange, FL 32127	State of Florida Department of State Certificate of Authority Document No: P04000169369
Telephone No. 386 322-4500	
Email Address leticiamasci@mascigc.com	
If remittance address is different from the mailing address so indicate below. same	
List Principals (Print): President: Leonel Masci, P.E. Secretary: Ignacio Masci Other: Andres Masci	 Vice President: Leticia M. Ferreira Treasurer: Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Leticia M. Ferreira
Printed Name

Title: Vice President

Date: 6/17/2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 6/17/2024

VENDOR NAME: Masci General Contractor, Inc

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Manufacture Asphalt, Paving, Underground Utilities, Minor/Intermediate Bridges, Road work

DEPARTMENT:

PREPARED BY: Leticia M. Ferreira

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
5752 S. Ridgewood Ave	Same	Same
ADDRESS	ADDRESS	ADDRESS
Port Orange, FL		
CITY/STATE	CITY/STATE	CITY/STATE
32127		
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Leticia M. Ferreira

E-MAIL: leticiamasci@mascig.com

OFFICE PHONE: 386-322-4500

FAX: 386-322-4600

MOBILE PHONE: 407-590-0808

FEDERAL TAX ID#: 20-2045800

DUNS Number: 825720191

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Masci General Contractor, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5752 S. Ridgewood Avenue

Requester's name and address (optional)

City, state, and ZIP code
Port Orange, FL 32127

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
20-2045800

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — **Signature of U.S. person** ▶ [signature] **Date** ▶ 6/17/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Masci General Contractor, Inc.

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Vice President

OFFICER TITLE

6/17/2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REFERENCES

List Attached

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	
Project #2:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	
Project #3:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

COMPLETED CONTRACTS AND REFERENCES					
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
$4,615,462.69	T5742	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$9,157,347.80	T5711	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$15,549,456.15	SR417 Resurfacing	2023	Orange County	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807-1684	Milling & Paving
$480,210.47	E5X97-R0	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$9,858,121.65	G1T27 - Graham Swamp	2023	Flagler County	Flagler County Board of County Commissioners 1769 E. Moody Blvd., Bldg 2 Bunnell, FL 32110	Pedestrian Bridge, Road Construction
$7,138,825.51	T5727	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$5,275,495.02	E57A1	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$7,558,842.03	E574A	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$721,523.19	City of Port Orange - Resurfacing	2023	Port Orange	City of Port Orange, 1000 City Center Circle, Port Orange, FL 32127	Milling & Paving
$565,188.38	Edgewater Resurfacing	2023	Edgewater	City of Edgewater 104 N Riverside Dr. Edgewater, FL 32132	Milling & Paving
$589,639.14	Ormond Beach Annual Resurfacing	2023	Ormond Beach	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Milling & Paving
$873,660.91	Dunes Resurfacing	2023	Palm Coast	DCDD 101 Jungle Hut Rd., Palm Coast, FL 32137	Milling & Paving
$902,241.00	5I26	2023	Titusville	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repairs

$577,065.00	H5I24	2023	Port Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repairs
$2,358,617.93	Palm Coast Resurfacing	2022	Palm Coast	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	Milling & Paving
$1,316,438.72	Volusia County - Annual Resurfacing	2022	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Milling & Paving
$7,544,822.62	E51A9	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Widening & Drainage Improvements
$13,106,590.67	Howland Blvd. Deltona, Widening	2022	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
$ 17,848,966.12	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
$ 165,989.45	City of Titusville Neighborhood Services Department	2021	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs
$ 1,556,034.12	City of Titusville Annual Resurfacing - Public Works	2021	Brevard County	William Larese, 555 S. Washington Ave., Titusville, FL. (321) 567-3682	Resurfacing
$ 237,197.28	City of Lake Mary Citywide Milling & Paving	2021	Seminole County	Kevin Smith, City of Lake Mary, 911 Wallace Ct. Lake Mary, FL.	Milling & Paving
$ 345,460.13	City of Ormond Beach Roadway Repaving	2021	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Repaving
$ 2,319,234.97	City of Palm Coast Street Resurfacing	2021	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Resurfacing
$ 5,811,030.74	T5681 -SR 400 (I-4) Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 12,045,287.37	Riverwalk Phase III	2021	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Trail Construction
$ 1,331,946.72	Fort Florida Rd	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction

$ 4,976,836.09	T5680 Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 4,878,954.76	Williamson Blvd Widening	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Expansion

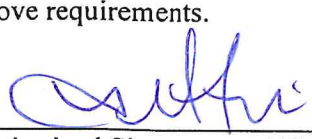
PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Date: 6/17/2024

Authorized Signature and Title

Leticia M. Ferreira, Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____ Yes, details upon award

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 24-24-AIR described as:

Taxiway B Reconstruciton and Runway 7-25 Pavement Removal.

Masci General Contractor, Inc.	6/17/2024
Firm	Date
Vice President	Leticia M. Ferreira, Vice President
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Date: 6/17/2024

Leticia M. Ferreira, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Addendum 1
ITB 24-24-AIR: Taxiway B Reconstruction and Runway 7-25 Pavement Removal
May 31, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal, issued May 16, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Prebid Microsoft Teams Attendance Sheet
Prebid Sign in Sheet
Prebid Agenda/Meeting Minutes

Questions/Answers:

1. **Question:** Do you have an Engineer's estimate for the project?
   Answer: $4.5 Million

2. **Question:** The bid bond delivery on page 7 says the city must receive the bond by Feb. 05, 2024. What is the correct date?
   Answer: Section IV.E, Bid Bond, has been updated. Bid bond is due prior to 5:00 PM on June 17, 2024.

3. **Question:** Who is the OEM for Bid Item 62, NEW SIGN PANEL?
   Answer: ADB Safegate

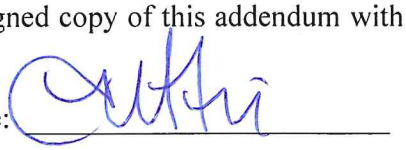
4. **Question:** When is the estimated start date for the project?
   Answer: Fall/Winter 2024. Once FAA and FDOT grant funding is received and executed, the City will coordinate the date of the Notice to Proceed with the awarded Bidder.

5. **Question:** Is there an engineer's cost estimate for this project?
   Answer: $4.5 Million

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Leticia M. Ferreira Proposer Signature: 

Masci General Contractor, Inc.

Firm Name (Please Print)

Microsoft Teams Attendance Report

1. Summary

Meeting title "Pre-Bid 24-24-AIR, Taxiwayy B Reconstruction And Runway 7-25 Pavement Removal"
Attended participants 2
Start time "5/29/24, 8:51:54 AM"
End time "5/29/24, 9:12:19 AM"
Meeting duration 20m 25s
Average attendance time 19m 34s

2. Participants

Name First Join Last Leave In-Meeting Duration Email Participant ID (UPN) Role
"Vivian, Janet" "5/29/24, 8:51:58 AM" "5/29/24, 9:12:19 AM" 20m 20s JVivian@cityofnsb.com jvivian@cityofnsb.com Organizer
Eric Jackson +13862587911 (Unverified) "5/29/24, 8:53:26 AM" "5/29/24, 9:12:15 AM" 18m 48s Attendee

3. In-Meeting Activities

Name Join Time Leave Time Duration Email Role
"Vivian, Janet" "5/29/24, 8:51:58 AM" "5/29/24, 9:12:19 AM" 20m 20s JVivian@cityofnsb.com Organizer
+13862587911 (Unverified) "5/29/24, 8:53:26 AM" "5/29/24, 9:12:15 AM" 18m 48s Attendee

NON-MANDATORY PRE-BID MEETING SIGN-IN SHEET
CONSTRUCTION OF TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL
NEW SMYRNA BEACH MUNICIPAL AIRPORT (EVB)
MAY 29th, 2024, 9:00 am

Company Name	*Contact Name*	*Phone Number*	*Email Address*
~~New Smyrna Beach Airport~~	~~Arvin Weese Airport Manager~~	~~386-410-2680~~	~~aweese@cityofnsb.com~~
New Smyrna Beach Airport	Jacob Cosat Assistant Airport Manager	386-410-2680	jcosat@cityofnsb.com
AVCON, INC.	Daniel Nickols Jr.	407-599-1122 (x243)	dnickols@avconinc.com
AVCON, INC.	Pedro Valencia Jr	407-599-1122 (x291)	pvalencia@avconinc.com
Dickerson Int. Inc.	Kasey Edwards	863-885-1448	kedwards@dfifl.com
NSB	Janet Vivian, Purchasing Agent	386-410-3651	
Eric Jensen	P+S Paving, Inc.	386-258-7911	ejensen@pandspavinginc.com

AVCON

Non-Mandatory Pre-Bid Conference – Meeting Minutes for New Smyrna Beach Municipal Airport (EVB) – Taxiway B Reconstruction and Runway 7-25 Pavement Removal – ITB 24-24-AIR

Date: **May 29th, 2024 @ 9:00AM**
Location: **City of New Smyrna Beach Municipal Airport Administration Building, 602 Skyline Drive, New Smyrna Beach, FL 32168.**

- Sign in & Introduction.

- Receipt of Bids: Sealed bid proposals for the construction of the Taxiway B Reconstruction and Runway 7-25 Pavement Removal project will be received until 5:00 p.m. on Monday, June 17th, 2024 via the City's e-Procurement Portal found at https://secure.OpenGov.com/portal/cityofnsb/. Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as a live video conference on Tuesday, June 18th, 2024 @ 11:00 a.m., which will also be recorded (using Microsoft Teams) and posted on the bid page of the City's website. Bidders may contact the City's Purchasing Coordinator (purchasing.coordinator@cityofnsb.com) to obtain information to view the live bid opening. The information is also located on the City's eProcurement Portal, OpenGov. The bid tabulation shall be posted within 48 hours of the bid opening.

- Inquiries/Questions must be submitted in writing via the City's e-Procurement portal, OpenGov, on the Question/Answer Tab on or before, Thursday, June 6th, 2024 at 5:00 pm. All Correspondence must reference the Bid Number.

  - **When asking questions, please be sure to enter each question separately.**

- Final Bid Addenda shall be issued no later than Monday, June 10th, 2024 at 5:00 p.m.

- Project Overview – The New Smyrna Beach Municipal Airport (EVB) Taxiway B Reconstruction and Runway 7-25 Pavement Removal shall consist of the reconstruction of the Taxiway B pavement section and removal of Runway 7-25 pavement ends to bring the runway in to compliance with FAA obstacle free zone requirements. The project also includes minor displacement of Runway 7 and 25 to meet FAA approach clearance criteria, removal of Runway 2-20 dilapidated shoulder pavement, reconstruction of geometric widenings along the intersections of Taxiway A, Taxiway E, and Taxiway C, safety area and object free area grading, drainage infrastructure rehabilitation, airfield electrical reconfiguration, installation of runway edge lights and displaced threshold lights, and runway and taxiway markings. The detailed requirements can be found in the plans and specifications and associated bid documents located in OpenGov.

- **This is a towered airfield. Safety is of the utmost importance. Aircraft always have the right-of-way. Contractors shall not access any active movement area without prior permission and coordination with Owner, Engineer, and ATCT. If access to the movement area, outside of an active work area, is**

AVCON

required then the Contractor shall be required to complete the mandatory driver training to be granted access/permission from the Airport.

- **Contractor personal vehicles are not permitted inside the fence or on the airfield. Contractor vehicles operating inside the fence or on the airfield must be covered under the Contractor's overall insurance, and the vehicles must be properly identified and lighted in accordance with the Contract Documents.**
- **Radio Communication with the Tower is Mandatory for this project. The Contractor shall provide staff with knowledge and experience communicating with ATCT personnel when required by the work activities.**

- Operational Safety – Special attention shall be directed to the requirements of the Construction Safety Phasing Plan and Details in the Bid Drawings. Safety Plan Compliance Document Certification must be read, understood, and agreed to within the OpenGov "Vendor Requirements" section.

- Site Access shall be through a temporary construction access gate via Sunset Drive, west of Taxiway B, an existing airport access gate via Sunset Drive, west of Runway 7 end, an existing cantilever gate vis Aero Circle, north of the administration building, and an existing construction access gate via South Street.

- Protection of facilities and equipment – Unless specifically marked for removal, or as directed by the engineer, all facilities and equipment on the airfield shall be protected in place. Any damage to existing facilities or equipment shall be repaired by the Contractor at no expense to the Owner.

- The Airfield shall stay secured at all times. At no point shall any fence or gate be left open and unattended. Failure to secure the airport may result in temporary or permanent dismissal from the site.

- This project includes airfield electrical. The Contractor shall be required, at the end of each working day to:
  - Check the airfield lights prior to leaving the site to ensure that they are operational.
  - Perform lock out/tag out procures whenever working on airfield circuitry.
  - Install and maintain airfield electrical jumpers and temporary connections.
  - Ensure that all portions of the airfield outside of the active work area remain illuminated and energized unless otherwise approved.

- Gopher tortoises have been known to be in the area/vicinity and on airport property. As detailed in the Bid Drawings, the contractor is responsible for completing the required certified gopher tortoise survey of the entire project area. Permitting, removal, and relocation, shall be completed as required or as directed by the Engineer. The Engineer is available for help/guidance through this process.

- The project duration is **200 calendar days** from the issued Construction Notice to Proceed. Please refer to the Construction Safety and Phasing Plans for more information regarding the specific requirements of the project and the specific operational restrictions for each work area and phase.

- Procurement time shall be allotted to the Contractor as needed prior to the issuance of the Notice to Proceed via the issuance of a Notice to Procure, if requested by the awarded bidder.

- Minimum 24 hours' notice shall be provided to the Owner and the RPR ahead of any planned working days on site. The Engineer/RPR must be present for all installations/work.

- This project is expected to receive federal grant funding from the FAA (Federal Aviation Administration). Please be advised that projects receiving federal grant funding are required to adhere to specific federal contract provisions including, but not limited to, Davis Bacon Wage Rate reporting, DBE (Disadvantaged Business Enterprise) goals and reporting, Buy America requirements, etc. The full list of federal contract provisions and requirements are located within the bid documents.

- Site Visit: A site visit is offered following the pre-bid meeting. No other site visits shall be provided unless requested and approved by the Owner in writing. Answers to questions asked during the site visit shall not be provided. All questions will be logged and answered via official bid addenda.

- The award of the project is contingent upon the receipt and execution of project grant funding from the FAA and FDOT.

- Questions? (All questions asked shall not be answered at this time due to the non-mandatory nature of this meeting, questions will be logged and answered with the first bid addendum). Questions are shown in blue.

    - When is the estimated start date for the project?
    - Is there an Engineer's Cost Estimate for this project?

- The meeting adjourned at 9:30 AM and the site visit commenced immediately after the meeting. No additional questions were asked during the site visit.

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

ITB 24-24-AIR

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

Masci General Contractor Inc.

RELEASE DATE: May 16, 2024
DEADLINE FOR QUESTIONS: June 6, 2024
RESPONSE DEADLINE: June 17, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/cityofnsb

6/17/24

City of New Smyrna Beach

ITB 24-24-AIR

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

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I. Public Notice

I.A Notice to Bidders

ITB 24-24-AIR

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

The City of New Smyrna Beach is seeking sealed bids from qualified Contractors for a Taxiway B Reconstruction and Runway 7-25 Pavement Removal project.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb, document 24-24-AIR.

This project will be funded by a Federal Aviation Administration (FAA) grant, a Florida Department of Transportation (FDOT) grant, and local share. The award of this contract will be contingent upon the concurrence of the FAA and FDOT.

All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Thursday, May 16, 2024
Daytona News Journal
OpenGov: https://secure.procurenow.com/portal/cityofnsb/

II. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of sixty (60) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid

submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach, Florida (hereinafter referred to as "the City") is soliciting invitation to bid 24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal, to select a qualified Contractor to complete the aforementioned project.

II.B Background

The city serves an area of 41.6 square miles in size and serves a population of approximately 32,400. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	May 16, 2024
Pre-Bid Meeting (Non-Mandatory)	May 29, 2024, 9:00am In Person, initial Meeting Location: City of New Smyrna Beach Airport Administration Building, located at 602 Skyline Drive, New Smyrna Beach, FL 32168. Microsoft Teams: call in (audio only) +1 786-636-1338 United States Phone Conference ID: 647 505 958# * Site Visit to follow
Deadline for Written Questions	June 6, 2024, 5:00pm
Bid Due Date	June 17, 2024, 5:00pm
Bid Opening	June 18, 2024, 11:00am Microsoft Teams Meeting call in (audio only) +1 786-636-1338, United States Phone Conference ID: 493 552 479#
Recommendation to the Commission	August 13, 2024

III. General Definitions

III.A Definitions

The terms used in this specification are defined as follows:

CITY: City Of New Smyrna Beach

CLAIMS AND NOTICES: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager

or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

CONTRACTOR: The person, firm or corporation with whom this Contract is executed by the Owner.

DRAWINGS: The drawings listed and described in the Contract Documents.

ENGINEER: For this project, reference to the Engineer shall refer to City Engineer, Dan Nickols, P.E., AVCON, INC. or his designee. or his designee.

OWNER: City of New Smyrna Beach

PROJECTS: The entire construction, installation or work to be performed as set forth in the Contract Documents.

SPECIFICATIONS: The detailed written description of the work.

SUBCONTRACTOR: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

SURETY: Any person, firm or corporation that has executed as Surety.

IV. General Information

IV.A Acceptance of Bid

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

IV.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

IV.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10 %) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10 %) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 5, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

IV.F Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Bidders may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the proposals will occur at this time.

IV.G Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

IV.H City's Rights to Accept or Reject Bids

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

IV.I Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.J Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.K Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

IV.L Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff,

and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

IV.M Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

IV.N Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.O Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.P Due Date

Electronic bids shall be received prior to 5:00 pm on Monday, June 17, 2024, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

IV.Q Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

IV.R Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.S Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

3,500.00

IV.T Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

IV.U Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.V Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Thursday, June 6, 2024. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.W Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

IV.X Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.Y Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

IV.Z Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.AA Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.BB On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.CC Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.DD Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline

IV.EE Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

IV.FF Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any bidder in the preparation of its bid or proposal in response to this solicitation, nor for the presentation of its bid or proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.GG Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.HH Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published

requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.II Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.JJ Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT

386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IV.KK Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.LL Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

IV.MM Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.NN State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.OO Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.PP Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

IV.QQ Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

IV.RR Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

V. Project Specific

V.A Project Description

The project generally consists of the Reconstruction of Taxiway Bravo (B), full length, and Pavement Removal from both ends of Runway 7-25 to accommodate the minimum required FAA Runway Obstacle Free Zone (OFZ) requirements. The project also includes replacement of drainage infrastructure, relocation and replacement of airfield lighting infrastructure, and marking/remarking of airfield pavement surfaces to accommodate aforementioned the changes in geometry.

V.B Project Scope of Work

This project includes corrections to taxiway fillet geometry at taxiway and runway intersections; removal of excess paved surfaces and restoration; modifications and replacement of existing airfield lighting and signage infrastructure with new LED taxiway edge lights, new LED runway and taxiway guidance signage, and new runway edge lighting to accommodate the changes in geometry on the airfield; airfield drainage infrastructure replacements; airfield pavement marking rehabilitation and remarking; stormwater permitting through St. Johns River Water Management District (SJRWMD); and post-construction FAA Flight Checks to certify and approve the changes in runway end point and runway edge lighting.

V.C Drawings and Specifications

General:

Drawings and Specifications can be found in the attachments section of this solicitation. Also included, for informational purposes only, are the original topographic survey drawings and the geotechnical investigation report.

This project is eligible for, and is anticipated to receive, federal grant funding from the FAA for the Construction. As such, there are mandatory federal contract provisions, DBE requirements, federal wage rate requirements that must be reviewed and considered during the bidding process.

Drawings: The general character and scope of the work are illustrated by the drawings titled as follows:

24-24-AIR, Taxiway B Reconstruction and Runway 7-25 Pavement Removal

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

Copies of Drawings and Specifications Furnished: The Owner shall furnish to the Contractor an electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

V.D Changes

Compliance with Specifications and Drawings: All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

V.E Clean-up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

V.F Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities

accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

V.G Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V.H Inspections and Tests

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V.I Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

- Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as "Active".
- Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

V.J Conditions of Work

Each bidder shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the bidder or which may, in the Contractor's opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The bidder, by and through the submission of this bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VI. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, most responsive and responsible bidder with the Base Bid, Bid Alternate "A", or any combination thereof as determined to be in the best interest of the City and their funding partners.

The uploaded price proposal in Section X must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

BASE BID

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	43,270	SY	6.50	281,255.00
2	P-101	COLD MILLING EXISTING PAVEMENT, 0.25" NOMINAL DEPTH	1,720	SY	1.25	2,150.00
3	P-101	OBLITERATE EXISTING SURFACE PAINT MARKINGS	5,425	SY	9.50	51,537.50
4	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	1,700	LF	15.00	25,500.00
5	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	4	EA	500.00	2,000.00
6	P-152	UNCLASSIFIED EXCAVATION	3,400	CY	14.90	50,660.00
7	P-152	BORROW EXCAVATION	3,700	CY	19.30	71,410.00
8	P-152	ROCK EXCAVATION	490	CY	31.95	15,655.50

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
9	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	3,575	CY	85.84	306,878.00
10	P-401	ASPHALT SURFACE COURSE (4" THICKNESS)	6,936	TON	145.39	1,008,425.04
11	P-602	EMULSIFIED ASPHALT PRIME COAT	6,640	GAL	5.30	35,192.00
12	P-603	EMULSIFIED ASPHALT TACK COAT	1,640	GAL	4.10	6,724.00
13	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	38,710	SF	1.49	57,677.90
14	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	17,845	SF	1.32	23,555.40
15	P-620	HALF-RATE RUNWAY & TAXIWAY MARKINGS, WITHOUT REFLECTIVE MEDIA	38,710	SF	.50	19,355.00
16	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	305	LF	158.30	48,251.50
17	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	500	LF	168.34	84,170.00
18	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	180	LF	229.50	41,310.00
19	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	610	LF	299.61	182,762.10
20	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	125	LF	251.23	31,403.75
21	D-751	DITCH BOTTOM INLET, TYPE C	2	EA	7,160.00	14,320.00
22	D-752	NEW FDOT CONCRETE U-WALL	1	EA	8,700.00	8,700.00
23	D-752	NEW FDOT STRAIGHT CONCRETE ENDWALL	6	EA	5,600.00	33,600.00
24	T-904	SODDING	52,505	SY	3.00	157,515.00
25	-	GOPHER TORTOISE SURVEY/PROTECTION	1	LS	3,500.00	3,500.00

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
28	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS	7,541.00	7,541.00
29	GP-80	STABILIZED CONSTRUCTION ENTRANCE	2	EA	3,500.00	7,000.00
30	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	40,000.00	40,000.00
31	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	3,000.00	3,000.00
32	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	2,215	LF	1.45	3,211.75
33	C-102	STORM DRAIN INLET PROTECTION	10	EA	230.00	2,300.00
34	C-105	FIELD OFFICE	1	LS	29,000.00	29,000.00
35	C-105	FIELD OFFICE EQUIPMENT	1	LS	5,000.00	5,000.00
36	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	1	LS	83,895.00	83,895.00
37	SP-105-1	ELECTRICAL DEMOLITION	1	LS	63,250.00	63,250.00
38	L-108-1	1/C L-824 - TYPE C UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	30,000	LF	2.30	69,000.00
39	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	16,000	LF	3.45	55,200.00
40	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	550	EA	103.50	56,925.00
41	L-109-1	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	5,750.00	5,750.00
42	L-109-2	SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS	1	LS	4,600.00	4,600.00

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
43	L-109-3	7.5KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 240V	1	LS	28,750.00	28,750.00
44	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	14,000	LF	9.20	128,800.00
45	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,300	LF	40.25	52,325.00
46	L-110-3	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	200	LF	42.55	8,510.00
47	L-115-1	L-867D JUNCTION CAN	9	EA	1,955.00	17,595.00
48	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	4	EA	7,475.00	29,900.00
49	L-115-3	L-867B, 1/2" THICK GALVANIZED STEEL BLANK COVER (NE)	18	EA	230.00	4,140.00
50	L-125-1	L-852D MIRL RUNWAY EDGE LIGHT - CLEAR/YELLOW (A)	2	EA	4,715.00	9,430.00
51	L-125-2	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	1	EA	10,810.00	10,810.00
52	L-125-3	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	3	EA	9,660.00	28,980.00
53	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	3	EA	10,235.00	30,705.00
54	L-125-5	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	1	EA	7,043.75	7,043.75
55	L-125-6	L-861 RUNWAY EDGE LIGHT - RED/YELLOW (A)	4	EA	3,277.50	13,110.00
56	L-125-7	L-861E RUNWAY THRESHOLD LIGHT - GREEN/YELLOW (A)	4	EA	3,622.50	14,490.00
57	L-125-8	L-861E RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED (A)	12	EA	3,507.50	42,090.00
58	L-125-9	L-861E RUNWAY THRESHOLD LIGHT - RED/RED (T)	16	EA	2,357.50	37,720.00
59	L-125-10	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	138	EA	2,242.50	309,465.00

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
60	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	23	EA	3,162.50	72,737.50
61	L-125-12	FIELD LIGHTNING ARRESTOR ASSEMBLY	11	EA	1,092.50	12,017.50
62	L-125-13	NEW SIGN PANEL	6	EA	862.50	5,175.00
63	L-125-14	REMOVE AND RELOCATE EXISTING SIGN ON NEW CONCRETE PAD	17	EA	8,050.00	136,850.00
64	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	439,000.00	439,000.00
TOTAL	Four million, four hundred thirty eight thousand, eight hundred fifty four dollars and nineteen cents					

BASE BID - ALLOWANCE LINE ITEMS

Allowance Line-Item Unit Prices are Pre-Determined by the Owner.

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
26	-	GOPHER TOROISE PERMIT	1	ALLOW	$10,000.00	10,000.00
27	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	1	ALLOW	$25,000.00	25,000.00
TOTAL	Thirty five thousand dollars					

BID ALTERNATE A

Additional Drainage Infrastructure Work Outside of the Taxiway Object Free Area

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
65	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	950	LF	15.00	14,250.00
66	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA	500.00	4,000.00
67	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	520	LF	158.30	82,316.00

Line Item	Spec	Description	Quantity	Unit of Measure	Unit Cost	Total
68	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	210	LF	168.34	35,351.40
69	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	105	LF	229.50	24,097.50
70	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	115	LF	299.61	34,455.15
71	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	280	LF	251.23	70,344.40
72	D-751	DITCH BOTTOM INLET, TYPE C	6	EA	7,160.00	42,960.00
73	D-751	DITCH BOTTOM INLET, TYPE G	2	EA	16,250.00	32,500.00
74	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	33,000.00	33,000.00
TOTAL	Three hundred seventy three thousand two hundred seventy four dollars and forty five cents					

VII. Terms and Conditions

6/17/24

VII.A Bid Completeness and Compliance

Bid submittals shall contain the information as required in this solicitation. Failure to submit the required information, or submittals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this

solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

VII.B Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE HUNDRED FIFTY ($150.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VII.C Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within TWO HUNDRED (200) days thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VII.D Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VII.E Liquidated Damages

The bidder further agrees to pay, as liquidated damages, the sum of ONE HUNDRED FIFTY ($150.00) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate, such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

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VII.F Notice to Proceed

When the contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.G Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VII.H Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

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Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and

determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.I Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VII.J Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.K Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed, then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by

any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. *NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.* The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.L Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of the Work, Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may

thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.M Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.N Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VII.O Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.P Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.Q Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VII.R Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.S Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VIII. Contractor Specific

VIII.A Authority and Duties of the Engineer

Status of the Engineer: The work shall be subject at all times to the review of the Engineer or designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of "Notice", referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or

rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VIII.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

VIII.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VIII.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

VIII.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VIII.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

In accordance with, §448.095, Florida Statutes, the VENDOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, the Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the

Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIII.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VIII.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VIII.I Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.
Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to

this bid and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VIII.J Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VIII.K Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

VIII.L Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

VIII.M Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

IX. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

IX.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

IX.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

IX.C Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of Project.

Longshoreman Insurance - required insurance coverage for many contractors and workers that work in and around a body of water. The Longshore and Harbor Worker's Compensation Act (LHWCA) was passed by Congress in 1927 and protects over 678,000 workers who may be injured or have an employment-related injury or occupational disease on navigable waters of the United States of America, or in adjoining areas. Longshoreman Insurance is the federal type of workers compensation insurance.

IX.D Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of the subcontractor's employees not otherwise protected under such provisions.

IX.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.F Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.G Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

IX.H Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

IX.I Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type

and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

IX.J Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

IX.K Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

X. Required Responses

X.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

X.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

X.D Florida Division of Corporations/Sunbiz *

Upload evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.

*Response required

X.E Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

X.F Solicitation Document Review *

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

X.G Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10 %) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount often (10 %) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Monday, June 17, 2024. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

X.H Contract Execution, Payment Bond, and Performance Bond*

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

X.I Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

X.J Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

X.K Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

X.L References *

Upload as one (1) PDF file, a minimum of five (5) years' experience. Bidders must provide at least three (3) current customers and two (2) previous, within the past five (5) years.

If applicable, please list the examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. These references may be contacted during the evaluation process.

*Response required

X.M City Required Forms - Notarized, non-notarized, and signed addendums. *

Upload as one (1) PDF document the COMPLETED City forms: Notarized, non-notarized, and signed addendums.

*Response required

X.N Submittal *

Upload as one (1) PDF document a complete copy of the submittal, including cover page.

Include a price proposal with the submitted price spelled out in letters and signed.

Important note: The uploaded price proposal must be the same price submitted in Section VI of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Documents must be signed by an authorized Officer within your organization.

*Response required

X.O Access to Records and Reports*

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

☐ Please confirm
*Response required

X.P Breach of Contract Terms*

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

☐ Please confirm
*Response required

X.Q Construction Safety and Phasing Plan - Safety Plan Compliance Certification*

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) and the Construction Safety and Phasing Details, pages G003 thru G011 of the Contract Drawings, respectively, as well as Attachment "A" to Section 80 of the Contract Documents, and if awarded this Contract, I will abide by its requirements as written.

☐ Please confirm
*Response required

X.R Affirmative Action Requirement

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **10.0%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is The State of Florida, Volusia County, City of New Smyrna Beach.

X.R.1 CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):*

☐ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

☐ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____ % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts. If this option is selected, see next question for insertion of DBE commitment.

*Response required

X.R.2 The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____ % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

X.R.3 Required information pertaining to Bidder's DBE Status and DBE Plan. Please provide the following.*

Name of Bidders Firm:

Street Address:

City:

State:

Zip:

Bidder's Status: DBE or Non-DBE?

Age of Firm:

Annual Gross Receipts of Firm:

IRS Number:

*Response required

X.S Buy America Preference

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Required Documentation (if applicable)

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bids and/or offers;

c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

X.S.1 A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects*

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by: a) Only installing iron, steel and manufactured products produced in the United States; b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States. c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108. By selecting this certification statement, the bidder or offeror agrees: a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product. b) To faithfully comply with providing U.S. domestic products. c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified. d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees: a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested. b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal. c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA. d) To furnish U.S. domestic product for any waiver request that the FAA rejects. e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

*Response required

X.T CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by selecting the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The

applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X.T.1 The applicant represents that it IS or IS NOT a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.*

☐ IS
☐ IS NOT
*Response required

X.T.2 The applicant represents that it IS or IS NOT a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.*

☐ IS
☐ IS NOT
*Response required

MASCI GENERAL CONTRACTOR, INC.

GENERAL CONTRACTORS
5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 General Fax (386) 322-4600
Estimating Fax (386) 322-4543

June 17, 2024

City of New Smyrna Beach Airport
Administration Building
602 Skyline Drive
New Smyrna Beach, FL 32168

RE: Taxiway B Reconstruction and Runway 7-25
Pavement Removal

To Whom It May Concern,

This letter is in reference to the project listed above. We have sent out solicitation requests to several DBE companies and have placed an ad in the New Journal. Unfortunately, at this time, MASCI can only commit to 6.04% DBE Utilization.

If you should have any questions, please feel free to contact us.

Sincerely,

Leticia M. Ferreira
Vice President

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: 24-24-AIR

Total Awarded Contract Amount: $ 4,438,854.19

Name of Bidder's Firm: Masci General Contractor, Inc.

Street Address: 5752 S. Ridgewood Avenue

City: Port Orange State: Florida Zip: 32127

Printed name of signer: Leticia M. Ferreira

Printed title of signer: Vice President

DBE UTILIZATION SUMMARY

	DBE Contract Amount	DBE Value	Contract %
DBE Prime Contractor	$_____ x 1.00 =	$_____	_____ %
DBE Subcontractors	$_____ x 1.00 =	$_____	_____ %
DBE Suppliers	$ 93,180.00 x 0.60 =	$ 93,180.00	2.09 %
DBE Manufacturers	$ 175,465.00 x 1.00 =	$ 175,465.00	3.95 %
* Total Proposed DBE Participation		$_____	_____ %
Established DBE Goal		$ 268,645.00	6.04 %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: _____ Vice President

(Signature of Bidder's representative) (Title)

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: 24-24-AIR

Name of Bidder's Firm: Masci General Contractor, Inc.

Street Address: 5752 S. Ridgewood Avenue

City: Port Orange State: Florida Zip: 32127

Name of DBE firm: On Point Surveying, Inc.

Street Address: PO Box 770931

City: Winter Garden State: Florida Zip: 34777

Contact Person: Sashy Faberlle Telephone: 407-989-8178

Certifying Agency: FDOT Expiration Date: _____

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: (circle one) Prime Contractor Subcontractor Joint Venture Manufacturer Supplier

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value
Surveying	Surveying	1 LS	$168,250.00

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 168,250.00.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: On Point Surveying, Inc.
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: 24-24 AIR

Name of Bidder's Firm: Masa General Contractor Inc

Street Address: 5752 S Ridgewood Ave

City: Port Orange State: FL Zip: 32127

Name of DBE firm: Rogers Environmental, Inc.

Street Address: 4820 State Rd 11

City: DeLeon Spgs State: FL Zip: 32130

Contact Person: Brynn Rogers Telephone: 386.931.6247

Certifying Agency: FDOT Expiration Date: N/A

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: (circle one) Prime Contractor Manufacturer Subcontractor Supplier Joint Venture

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value
Type III Silt Fence	Erosion Control - Installed.	2215 LF	2215.00
Inlet Protection	Installed (Ea)	10 Ea.	2,000.00

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 4215.00.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Brynn Rogers President
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway B Reconstruction and Runway 7-25 Pavement Removal, New Smyrna Beach Municipal Airport

FAA AIG Project No: 24-24-AIR

Name of Bidder's Firm: Masci General Contractor Inc

Street Address: 5752 S Ridgewood Ave

City: Port Orange State: FL Zip: 32127

Name of DBE firm: Bullzeye Equipment & Supply

Street Address: 3049 Old Hwy 52

City: Nonks Corner State: SC Zip: 29461

Contact Person: Kristie Collins Telephone: 843-499-2226

Certifying Agency: FLDOT Expiration Date: —

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: (circle one) Prime Contractor Manufacturer (Subcontractor Supplier) Joint Venture

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value
	Electrical Material Supply		

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ $93,180 ($155,300@60%).

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____ _____
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

BULLZEYE EQUIPMENT & SUPPLY, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

238310, 423210, 423390, 423440, 423450, 423610, 423710, 423830, 423840, 423990, 424110, 424120, 532412, 532490

Samuel Febres

Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation

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vertise, visit our website: **Classifieds.news-jour**
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General

JUNIOR TECHNICIAN/GENERAL SERVICE
We have an opening in Port Orange. Full-time employment, 5-day work week, OFF SUNDAYS! Great Opportunity! Please call 386-322-7181 or Email: 730@repairone.com

Lawn Maintenance
DELAND
LAWN MAINTENANCE
Permanent, Full Time, with Benefits
Lawn care: mowing, edging, misc.
Pay based on experience.
Shayna@whisperwooddeland.com
Fax (386) 734-1334

Professional

Vikat, Inc. dba Best Western Edgewater Inn
(Edgewater, FL) seeking Hotel General Manager to: plan, direct, and coordinate activities to ensure that facility is profitable and maintains operational and guest service standards; Manage guest services and maintain customer satisfaction; Answer inquiries pertaining to hotel policies and services; Develop and administer hotel budgets and operating strategies; Sales support and facilitate lead

Bids & Proposals

BID INVITATION
MASCI invites all DBE, MBE & WBE subcontractors & suppliers to bid the following
ITB 24-24-AIR, Taxiway B Reconstruction and Runway 7-285- Pavement Removal. On Monday, June 17, 2024 This project includes corrections to taxiway fillet geometry at taxiway and runway intersections; removal of excess paved surfaces and restoration; modifications and replacement of existing airfield lighting and signage infrastructure with new LED taxiway edge lights, new LED runway and taxiway guidance signage, and new runway edge lighting to accommodate the changes in geometry on the airfield; airfield drainage infrastructure replacements; airfield pavement marking rehabilitation and remarking. Plans and specifications are available for review via email. Please submit your proposal in writing to masciestimate@mascigc.com or Fax (386) 322-4543. Direct all inquiries to Estimating (386) 322-4500 ext. 101. Masci is an EOE.
June 16,17 2024
LDTB0116463

Bids & Proposals

Govt Public Notices

CITY OF EDGEWATER & SOUTHEAST VOLUSIA COUNTY
WATER SYSTEM CUSTOMERS
The City of Edgewater will perform treating and flushing of the entire water distribution system beginning Tuesday, June 18,2024. This also includes the area south of Edgewater provided water service by Volusia County Utilities. During this time, the disinfectant will be changed to free chlorine from chloramines that are currently used. The free chlorine residual will be allowed to move out into the distribution system while the water mains are thoroughly flushed. This is being done to maintain the water pipes to continue to deliver the highest quality water. During this time, the water continues to be safe to drink and use for cooking, washing, and other typical uses. However, with a change in disinfectant, some customers may notice a slight difference in the taste and/or odor of the water. The treatment and flushing should be completed within Three (3) weeks, after which time the system will return to chloramine disinfectant. If you have any questions concerning this procedure, please visit the City of Edgewater web site (www.cityofedgewater.org) for a complete fact sheet, or call the Water Treatment Plant at: (386) 424-2400 ext. 4030.
June 16 2024
LDTB0110060

Govt Public Notices

Your Source **Public Notices** for the latest...

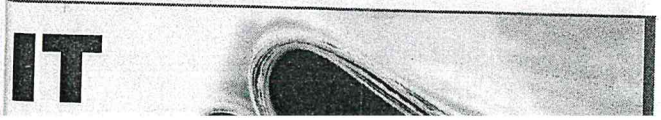
Your Source **Public Notices** for the latest...

VOLUSIA COUNTY
23-24 BUDGET AMENDMENT NOTICE

sidering a budget amendment to appropriate funds.

vited to attend a public hearing on the proposed amendment to be 024, no sooner than 4:00 p.m. in the Council Chambers, 123 West rida.

	CURRENT BUDGET FY 2023-24	PROPOSED CHANGES	REVISED BUDGET FY 2023-24
Fund	$ 27,210,346	$ 3,880,220	$ 31,090,566



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AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
(407) 599-1122
www.avconinc.com

June 21, 2024

Mr. Arvin Weese
Airport Manager
New Smyrna Beach Municipal Airport
602 Skyline Drive
New Smyrna Beach, FL 32168

Reference: Recommendation of Award
Taxiway B Reconstruction and Runway 7-25 Pavement Removal
New Smyrna Beach Municipal Airport

Dear Mr. Weese:

On June 18, 2024 at 11:00AM, the Airport opened bids on the **Taxiway B Reconstruction and Runway 7-25 Pavement Removal** project. Three bids were received as detailed in the attached bid tabulation and summarized as follows:

Bidder	Base Bid	Add Alt A	Total Bid
Masci General Contractor, Inc.	$4,473,854.19	$373,274.45	$4,847,128.64
Halifax Paving, Inc.	$4,991,154.50	$293,955.00	$5,285,109.50
P & S Paving, Inc.	$5,960,706.25	$358,725.00	$6,319,431.25

The apparent low bidder is **Masci General Contractor, Inc. (Masci)** whose Total Bid is **$4,847,128.64.** Masci responded suitably to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1. Some items noted while reviewing Masci's bid proposal:

- DBE – Masci committed to meeting 6.04% of the 10% goal; however, their GFE documentation is not complete (Masci letter and newspaper ad received). The remainder of the good faith efforts may be completed and submitted prior to contract execution and is not expected to prevent the award of the contract or the completion of the project.

- Disputes Disclosure (page 48) – Masci responded "Yes, details upon award" to the following: "Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?"

- References – Masci provided a substantial list of projects completed over the last three (3) years; however, the requirement is as follows:

12. References *
Upload as one (1) PDF file, a minimum of five (5) years' experience. Bidders must provide at least three (3) current customers and two (2) previous, within the past five (5) years.

If applicable, please list the examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. These references may be contacted during the evaluation process.

Completed_Contracts-_Updated_24.pdf

AVCON recommends accepting the project list and references that were submitted. The information provided demonstrates adequate experience with projects of similar size and scope both locally and throughout the region.

The second low bidder is Halifax Paving, Inc. (Halifax) whose Total Bid is $5,285,109.50. Halifax responded suitably to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1. Some items noted while reviewing Halifax's bid proposal:

- DBE – Halifax committed to meeting 0.64% of the 10% goal, but they did not submit their GFE efforts.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **Masci General Contractor, Inc.** for the total amount of **$4,847,128.64,** subject to funding eligibility and the availability of funding.

We stand ready to assist in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Daniel J. Nickols, Jr., P.E.
Senior Project Manager, Airports

Attachment: Bid Tabulation

NEW SMYRNA BEACH MUNICIPAL AIRPORT
TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL
BID TABULATION

BASE BID

					ENGINEER'S ESTIMATE		MASCI GENERAL CONTRACTOR, INC.		HALIFAX PAVING, INC.		P & S PAVING, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	SY	43,270	$3.50	$151,445.00	$6.50	$281,255.00	$5.50	$237,985.00	$6.00	$259,620.00
2	P-101	COLD MILLING EXISTING PAVEMENT, 0.25" NOMINAL DEPTH	SY	1,720	$1.50	$2,580.00	$1.25	$2,150.00	$6.00	$10,320.00	$8.00	$13,760.00
3	P-101	OBLITERATE EXISTING SURFACE PAINT MARKINGS	SY	5,425	$3.50	$18,987.50	$9.50	$51,537.50	$11.00	$59,675.00	$13.50	$73,237.50
4	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	LF	1,700	$25.00	$42,500.00	$15.00	$25,500.00	$22.00	$37,400.00	$88.75	$150,875.00
5	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EA	4	$2,500.00	$10,000.00	$500.00	$2,000.00	$3,200.00	$12,800.00	$2,800.00	$11,200.00
6	P-152	UNCLASSIFIED EXCAVATION	CY	3,400	$18.00	$61,200.00	$14.90	$50,660.00	$50.00	$170,000.00	$28.25	$96,050.00
7	P-152	BORROW EXCAVATION	CY	3,700	$30.00	$111,000.00	$19.30	$71,410.00	$50.00	$185,000.00	$65.50	$242,350.00
8	P-152	ROCK EXCAVATION	CY	490	$50.00	$24,500.00	$31.95	$15,655.50	$100.00	$49,000.00	$60.00	$29,400.00
9	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	CY	3,575	$100.00	$357,500.00	$85.84	$306,878.00	$100.00	$357,500.00	$105.00	$375,375.00
10	P-401	ASPHALT SURFACE COURSE (4" THICKNESS)	TON	6,936	$150.00	$1,040,400.00	$145.39	$1,008,425.04	$180.00	$1,248,480.00	$240.00	$1,664,640.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	GAL	6,640	$6.00	$39,840.00	$5.30	$35,192.00	$6.00	$39,840.00	$4.25	$28,220.00
12	P-603	EMULSIFIED ASPHALT TACK COAT	GAL	1,640	$6.00	$9,840.00	$4.10	$6,724.00	$6.00	$9,840.00	$4.25	$6,970.00
13	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	SF	38,710	$2.00	$77,420.00	$1.49	$57,677.90	$1.20	$46,452.00	$1.75	$67,742.50
14	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	SF	17,845	$2.50	$44,612.50	$1.32	$23,555.40	$0.50	$8,922.50	$0.65	$11,599.25
15	P-620	HALF-RATE RUNWAY & TAXIWAY MARKINGS, WITHOUT REFLECTIVE MEDIA	SF	38,710	$1.75	$67,742.50	$0.50	$19,355.00	$0.50	$19,355.00	$0.65	$25,161.50
16	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	305	$170.00	$51,850.00	$158.30	$48,281.50	$77.00	$23,485.00	$110.00	$33,550.00
17	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	500	$185.00	$92,500.00	$168.34	$84,170.00	$86.00	$43,000.00	$130.00	$65,000.00
18	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	180	$275.00	$49,500.00	$229.50	$41,310.00	$155.00	$27,900.00	$220.00	$39,600.00
19	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	610	$350.00	$213,500.00	$299.61	$182,762.10	$240.00	$146,400.00	$270.00	$164,700.00
20	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	LF	125	$200.00	$25,000.00	$251.23	$31,403.75	$106.00	$13,250.00	$140.00	$17,500.00
21	D-751	DITCH BOTTOM INLET, TYPE C	EA	2	$7,500.00	$15,000.00	$7,160.00	$14,320.00	$7,900.00	$15,800.00	$11,400.00	$22,800.00
22	D-752	NEW FDOT CONCRETE U-WALL	EA	1	$6,000.00	$6,000.00	$8,700.00	$8,700.00	$9,800.00	$9,800.00	$20,850.00	$20,850.00
23	D-752	NEW FDOT STRAIGHT CONCRETE ENDWALL	EA	6	$10,000.00	$60,000.00	$5,600.00	$33,600.00	$5,400.00	$32,400.00	$4,600.00	$27,600.00
24	T-904	SODDING	SY	52,505	$3.00	$157,515.00	$3.00	$157,515.00	$4.00	$210,020.00	$4.50	$236,272.50
25	-	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$500.00	$500.00	$16,000.00	$16,000.00
26	-	GOPHER TOROISE PERMIT	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
27	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
28	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	$40,000.00	$40,000.00	$7,541.00	$7,541.00	$75,000.00	$75,000.00	$300,000.00	$300,000.00
29	GP-80	STABILIZED CONSTRUCTION ENTRANCE	EA	2	$10,000.00	$20,000.00	$3,500.00	$7,000.00	$500.00	$1,000.00	$20,000.00	$40,000.00
30	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$45,000.00	$45,000.00	$40,000.00	$40,000.00	$150,000.00	$150,000.00	$95,000.00	$95,000.00
31	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$60,000.00	$60,000.00
32	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	LF	2,215	$4.00	$8,860.00	$1.45	$3,211.75	$2.00	$4,430.00	$2.20	$4,873.00
33	C-102	STORM DRAIN INLET PROTECTION	EA	10	$250.00	$2,500.00	$230.00	$2,300.00	$250.00	$2,500.00	$250.00	$2,500.00
34	C-105	FIELD OFFICE	LS	1	$15,000.00	$15,000.00	$29,000.00	$29,000.00	$25,000.00	$25,000.00	$50,000.00	$50,000.00
35	C-105	FIELD OFFICE EQUIPMENT	LS	1	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$28,500.00	$28,500.00
36	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$83,895.00	$83,895.00	$25,000.00	$25,000.00	$9,000.00	$9,000.00
37	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$50,000.00	$50,000.00	$63,250.00	$63,250.00	$95,000.00	$95,000.00	$30,000.00	$30,000.00
38	L-108-1	1/C L-824 - TYPE C UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	30,000	$2.00	$60,000.00	$2.30	$69,000.00	$1.50	$45,000.00	$2.00	$60,000.00
39	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	16,000	$3.00	$48,000.00	$3.45	$55,200.00	$3.00	$48,000.00	$6.75	$108,000.00
40	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	550	$150.00	$82,500.00	$103.50	$56,925.00	$125.00	$68,750.00	$200.00	$110,000.00
41	L-109-1	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	LS	1	$5,000.00	$5,000.00	$5,750.00	$5,750.00	$5,000.00	$5,000.00	$10,200.00	$10,200.00
42	L-109-2	SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS	LS	1	$10,000.00	$10,000.00	$4,600.00	$4,600.00	$6,500.00	$6,500.00	$7,000.00	$7,000.00
43	L-109-3	7.5KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 240V	LS	1	$20,000.00	$20,000.00	$28,750.00	$28,750.00	$35,000.00	$35,000.00	$25,000.00	$25,000.00

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL
BID TABULATION
(continued)

BASE BID (cont.)

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		MASCI GENERAL H33CONTRACTING, INC.		HALIFAX PAVING, INC.		P & S PAVING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
44	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	14,000	$8.50	$119,000.00	$9.20	$128,800.00	$8.50	$119,000.00	$5.25	$73,500.00
45	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	1,300	$20.00	$26,000.00	$40.25	$52,325.00	$24.00	$31,200.00	$32.00	$41,600.00
46	L-110-3	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	$40.00	$8,000.00	$42.55	$8,510.00	$30.00	$6,000.00	$43.00	$8,600.00
47	L-115-1	L-867D JUNCTION CAN	EA	9	$3,000.00	$27,000.00	$1,955.00	$17,595.00	$2,300.00	$20,700.00	$2,200.00	$19,800.00
48	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	EA	4	$6,000.00	$24,000.00	$7,475.00	$29,900.00	$8,000.00	$32,000.00	$4,500.00	$18,000.00
49	L-115-3	L-867B, 1/2" THICK GALVANIZED STEEL BLANK COVER (NE)	EA	18	$300.00	$5,400.00	$230.00	$4,140.00	$200.00	$3,600.00	$350.00	$6,300.00
50	L-125-1	L-852D MIRL RUNWAY EDGE LIGHT - CLEAR/YELLOW (A)	EA	2	$3,000.00	$6,000.00	$4,715.00	$9,430.00	$5,000.00	$10,000.00	$4,600.00	$9,200.00
51	L-125-2	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	EA	1	$7,000.00	$7,000.00	$10,810.00	$10,810.00	$9,000.00	$9,000.00	$9,500.00	$9,500.00
52	L-125-3	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	EA	3	$10,000.00	$30,000.00	$9,660.00	$28,980.00	$11,000.00	$33,000.00	$9,400.00	$28,200.00
53	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	EA	3	$12,000.00	$36,000.00	$10,235.00	$30,705.00	$13,000.00	$39,000.00	$9,600.00	$28,800.00
54	L-125-5	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	EA	1	$3,500.00	$3,500.00	$7,043.75	$7,043.75	$6,000.00	$6,000.00	$8,000.00	$8,000.00
55	L-125-6	L-861 RUNWAY EDGE LIGHT - RED/YELLOW (A)	EA	4	$2,800.00	$11,200.00	$3,277.50	$13,110.00	$3,000.00	$12,000.00	$2,200.00	$8,800.00
56	L-125-7	L-861E RUNWAY THRESHOLD LIGHT - GREEN/YELLOW (A)	EA	4	$2,800.00	$11,200.00	$3,622.50	$14,490.00	$3,000.00	$12,000.00	$2,200.00	$8,800.00
57	L-125-8	L-861E RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED (A)	EA	12	$2,800.00	$33,600.00	$3,507.50	$42,090.00	$3,000.00	$36,000.00	$2,100.00	$25,200.00
58	L-125-9	L-861E RUNWAY THRESHOLD LIGHT - RED/RED (T)	EA	16	$2,000.00	$32,000.00	$2,357.50	$37,720.00	$2,500.00	$40,000.00	$2,300.00	$36,800.00
59	L-125-10	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	138	$1,400.00	$193,200.00	$2,242.50	$309,465.00	$2,600.00	$358,800.00	$1,500.00	$207,000.00
60	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	EA	23	$1,800.00	$41,400.00	$3,162.50	$72,737.50	$2,500.00	$57,500.00	$2,100.00	$48,300.00
61	L-125-12	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	11	$1,200.00	$13,200.00	$1,092.50	$12,017.50	$1,750.00	$19,250.00	$2,400.00	$26,400.00
62	L-125-13	NEW SIGN PANEL	EA	6	$1,500.00	$9,000.00	$862.50	$5,175.00	$800.00	$4,800.00	$1,760.00	$10,560.00
63	L-125-14	REMOVE AND RELOCATE EXISTING SIGN ON NEW CONCRETE PAD	EA	17	$2,000.00	$34,000.00	$8,050.00	$136,850.00	$5,000.00	$85,000.00	$6,600.00	$112,200.00
64	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	$388,507.50	$388,507.50	$439,000.00	$439,000.00	$385,000.00	$385,000.00	$550,000.00	$550,000.00
				SUB-TOTAL BASE BID		**$4,269,000.00**		**$4,473,854.19**		**$4,991,154.50**		**$5,960,706.25**

BID ALTERNATE A

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		MASCI GENERAL H33CONTRACTING, INC.		HALIFAX PAVING, INC.		P & S PAVING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
65	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	LF	950	$25.00	$23,750.00	$15.00	$14,250.00	$25.00	$23,750.00	$30.00	$28,500.00
66	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EA	8	$2,500.00	$20,000.00	$500.00	$4,000.00	$3,500.00	$28,000.00	$2,000.00	$16,000.00
67	D-701	NEW 15-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	520	$170.00	$88,400.00	$158.30	$82,316.00	$80.00	$41,600.00	$110.00	$57,200.00
68	D-701	NEW 18-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	210	$185.00	$38,850.00	$168.34	$35,351.40	$90.00	$18,900.00	$130.00	$27,300.00
69	D-701	NEW 30-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	105	$275.00	$28,875.00	$229.50	$24,097.50	$160.00	$16,800.00	$225.00	$23,625.00
70	D-701	NEW 36-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	115	$350.00	$40,250.00	$299.61	$34,455.15	$250.00	$28,750.00	$280.00	$32,200.00
71	D-701	NEW 14" X 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III	LF	280	$200.00	$56,000.00	$251.23	$70,344.40	$115.00	$32,200.00	$160.00	$44,800.00
72	D-751	DITCH BOTTOM INLET, TYPE C	EA	6	$7,500.00	$45,000.00	$7,160.00	$42,960.00	$8,500.00	$51,000.00	$9,750.00	$58,500.00
73	D-751	DITCH BOTTOM INLET, TYPE G	EA	2	$10,000.00	$20,000.00	$16,250.00	$32,500.00	$13,000.00	$26,000.00	$20,300.00	$40,600.00
74	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	$35,875.00	$35,875.00	$33,000.00	$33,000.00	$26,955.00	$26,955.00	$30,000.00	$30,000.00
				SUB-TOTAL BID ALTERNATE A		**$397,000.00**		**$373,274.45**		**$293,955.00**		**$358,725.00**
				BID TOTAL (BASE BID + BID ALTERNATE A)		**$4,666,000.00**		**$4,847,128.64**		**$5,285,109.50**		**$6,319,431.25**

Signed: **Bid Tabulation completed by Daniel Nickols, P.E. - Senior Project Manager, Airports**

Digitally signed by Daniel J. Nickols, Jr., P.E.
Date: 2024.06.21 09:40:24-04'00'

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _____, 2024, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **MASCI GENERAL CONTRACTOR, INC.** (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **BID 24-24-AIR, Title of Bid Taxiway B Reconstruction and Runway 7-25 Pavement Removal.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

BID 24-24-AIR, Title of Bid TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 4,847,128.64

Spelled out: FOUR MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS AND SIXTY FOUR CENTS

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Two Hundred (200)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

Contractor's Initials: _____

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking
Compliant with Florida Statures, 787.06.

Contractor's Initials: _____

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

Contractor's Initials: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
Authorized Signature	*Authorized Signature*
Ignacio Masci, Corporate Secretary	Leticia M. Ferreira, Vice President
Print Name and Title	*Print Name and Title*
5752 S. Ridgewood Ave	5752 S. Ridgewood Ave
Address	*Address*
Port Orange, FL 32127	Port Orange, FL 32127
City, State, Zip	*City, State, Zip*
8/22/2024	8/22/2024
Date	*Date*

GENERAL CONTRACTOR INC MASCI CORPORATE SEAL 2004 FLORIDA

ATTEST	**CITY OF NEW SMYRNA BEACH**
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2024 under Agenda Item No._____.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown Insurance Services, Inc. 300 N Beach Street Daytona Beach FL 32114	PHONE (A/C, No, Ext): (386) 239-5742	FAX (A/C, No):
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Masci General Contractor, Inc Masci Construction Inc 5752 S Ridgewood Ave Port Orange FL 32127	INSURER A : Allied World Surplus Lines Insurance Company	24319
	INSURER B : Starstone National Insurance Company	25496
	INSURER C : Great American Insurance Company	16691
	INSURER D : Bridgefield Casualty Insurance Company	10335
	INSURER E : Markel American Insurance Company	28932
	INSURER F : Indian Harbor Insurance Company	36940

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6004-1592	08/08/2024	08/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			APB4000035#2	08/08/2024	08/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			TUU 4-05-55-16-03	08/08/2024	08/08/2025	EACH OCCURRENCE AGGREGATE Prods/C-ops	$ 3,000,000 $ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-58610	08/08/2024	08/08/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Inland Marine			MKLM1IM0002689	08/08/2024	08/08/2025	Leased/Rented Per Item: Leased/Rented Per Occ: INSTALLATION	$750,000 $1,500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: BID 24-24-AIR, TITLE OF BID TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVE
NEW SMYRNA BEACH FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Masci General Contractor, Inc Masci Construction Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

PROFESSIONAL / POLLUTION LIABILITY:
POLICY NUMBER: PEC005962603
08/08/2024 – 08/08/2025
INSURER:F
PROFESSIONAL LIABILITY: $1,000,000
POLLUTION LIABILITY: $1,000,000
AGGREGATE LIMIT: $2,000,000

WORKERS COMPENSATION (MASCI CONSTRUCTION, INC)
POLICY NUMBER: 0196-58609
08/08/2024 - 08/08/2025:
INSURER: D
- E.L. EACH ACCIDENT $1,000,000
- E.L. DISEASE - EA EMPLOYEE $1,000,000
- E.L. DISEASE - POLICY LIMIT $1,000,000

EXCESS AUTO LIABILITY ($1M X $3M)
CARRIER: UPLAND SPECIALTY INSURANCE COMPANY / NAIC: 16988
POLICY # USXTL0712524
TERM: 08/08/2024 - 08/08/2025
EACH OCCURRENCE: $1,000,000
AGGREGATE: $1,000,000
EXCESS OVER PRIMARY AUTO & UMBRELLA (AUTO ONLY)

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (ADDITIONAL INSURED - ONGOING OPERATIONS)
2) CG2037 1219- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)
3) CG2034 1219 - ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
4) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
5) CG2001 1219 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1)CA2048B 1013 - DESIGNATED INSURED - BLANKET
2) CA0444B 1013 -WAIVER OF SUBROGATION- BLANKET

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1.) GAI6002 0697 - THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

INLAND MARINE
1) IM7902 0112 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

POLLUTION LIABILITY
1) EVPCPOCCP 0424 - (ADDITIONAL INSURED, PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

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New Smyrna Beach Municipal Airport
Runway 7-25 Project

February 23, 2023

811

Federal Aviation Administration

June 28, 2022

TO:
New Smyrna Beach Municipal
Airport
Attn: Arvin Weese
602 Skyline Drive
New Smyrna Beach, FL 32168
aweese@cityofnsb.com

CC:
GAI Consultants, Inc.
Attn: Daniel Nickols
618 E South Street
Suite 700
Orlando, FL 32801
d.nickols@gaiconsultants.com

RE: *(See attached Table 1 for referenced case(s))*
FINAL DETERMINATION

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2022-ASO-3221-NRA	2021-ASO-6121-NRA	NEW SMYRNA BEACH,FL	29-03-17.60N	80-57-30.90W	6	16
2022-ASO-3222-NRA	2021-ASO-6122-NRA	NEW SMYRNA BEACH,FL	29-03-42.00N	80-56-37.50W	6	16

Description: These points are top of chain link fence points that were submitted previously and a determination was provided. The determination recommended that the points be resubmitted with a total AMSL top elevation of 16'. This case represents the requested resubmittal of these points at the elevations listed. Prior Cases are 2021-ASO-6121-NRA and 2021-ASO-6122-NRA.

We do not object with conditions to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

2022-ASO-3221-NRA

Airports:

The existing fence is located within the Runway 07 Approach Runway Protection Zone (RPZ). While the proposed object does violate the RPZ requirement, it does not constitute a hazard to air navigation. Structures, which will result in the congregation of people within an RPZ, are strongly discouraged in the interest of protecting people and property on the ground. The existing fence at the location provided penetrates the Runway Obstacle Free Zone (ROFZ) by 9 feet. Objects not needed for air navigational purposes must remain outside the ROFZ during aircraft operations. The proposed object must be relocated outside the Runway OFZ. The existing fence at the location provided penetrates the 40:1 Departure Surface for Runway 25 by 1 foot. Penetration to this surface results in an IFR effect, which prevents the optimum and most versatile situation for the pilot. This may result in a takeoff reduction of 40 feet to provide adequate obstacle clearance. A possible mitigation is to lower the object or relocating which precludes penetration to the OCS.

From: Carraro, Scott W (FAA) [mailto:Scott.W.Carraro@faa.gov]
Sent: Tuesday, January 31, 2023 4:24 PM
To: Weese, Arvin <aweese@cityofnsb.com>
Cc: Reed, Amy M (FAA) <amy.m.reed@faa.gov>; Wilson, Stephen (FAA) <Stephen.Wilson@faa.gov>; Allen, Ryan P (FAA) <Ryan.P.Allen@faa.gov>
Subject: RE: Twy B project

Hi Arvin,

Thanks for reaching out. The pavement removal depicted in the sketch provided would remedy the existing RW 7/25 ROFZ penetrations. I don't see another alternative to bring the RW 9/27 ROFZ up to standards. Our understanding is that federal funding will be requested for the design in 2024 and construction in 2025. Please see the additional comments below.

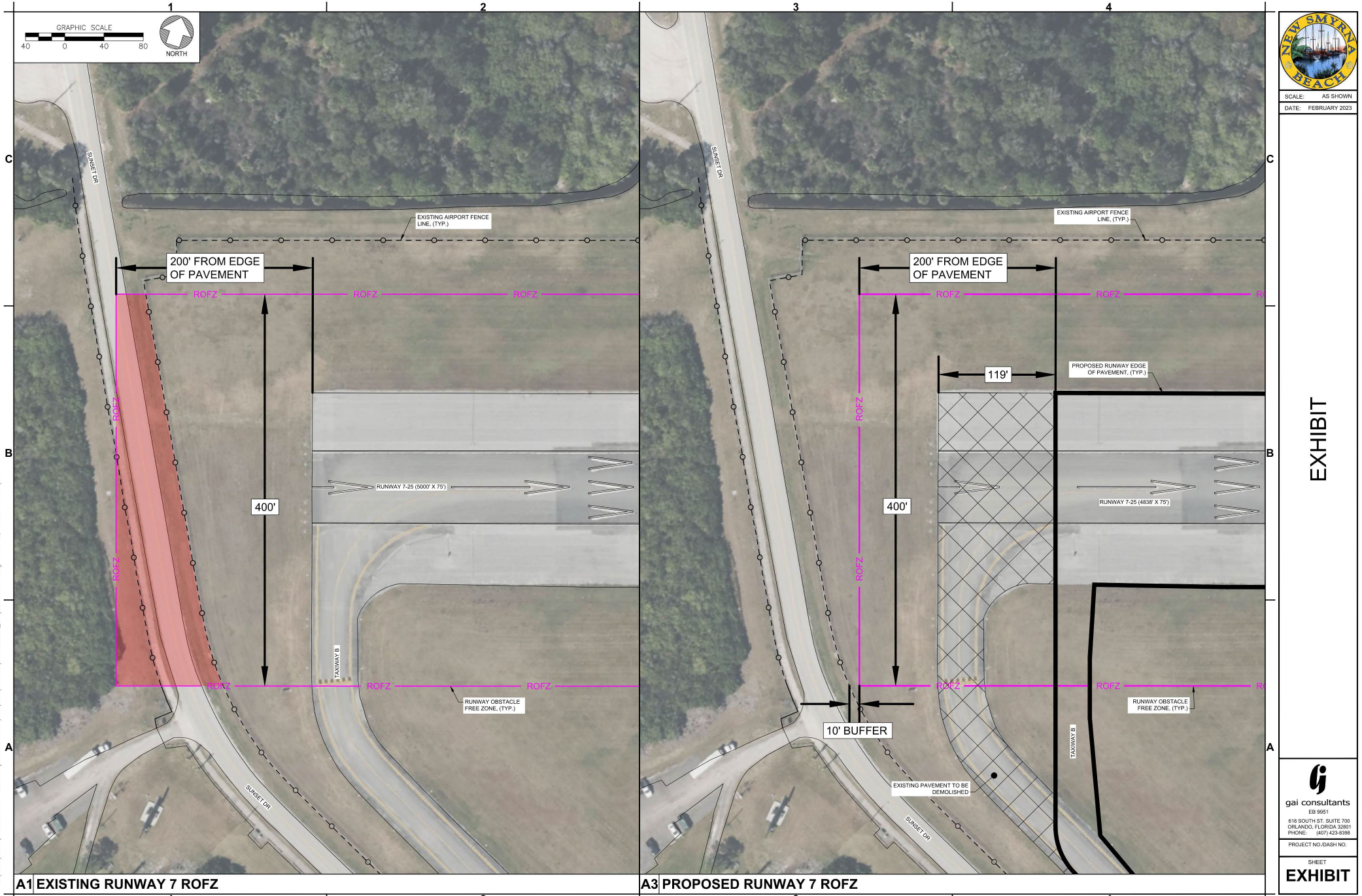
- Please be sure that an AGIS survey is included in the scope. Relocating the runway ends is considered safety-critical and requires both design and as-built AGIS submittals in accordance with AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information Systems (GIS) Standards.
- An ALP update should also be included in the scope to reflect the revised runway dimensions, declared distances, etc.

Feel free to reach out if you have any questions.

Best Regards,

Scott W. Carraro, PE, CFM
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819
Phone: (407) 487-7222

We are Airports



SCALE: AS SHOWN

DATE: FEBRUARY 2023

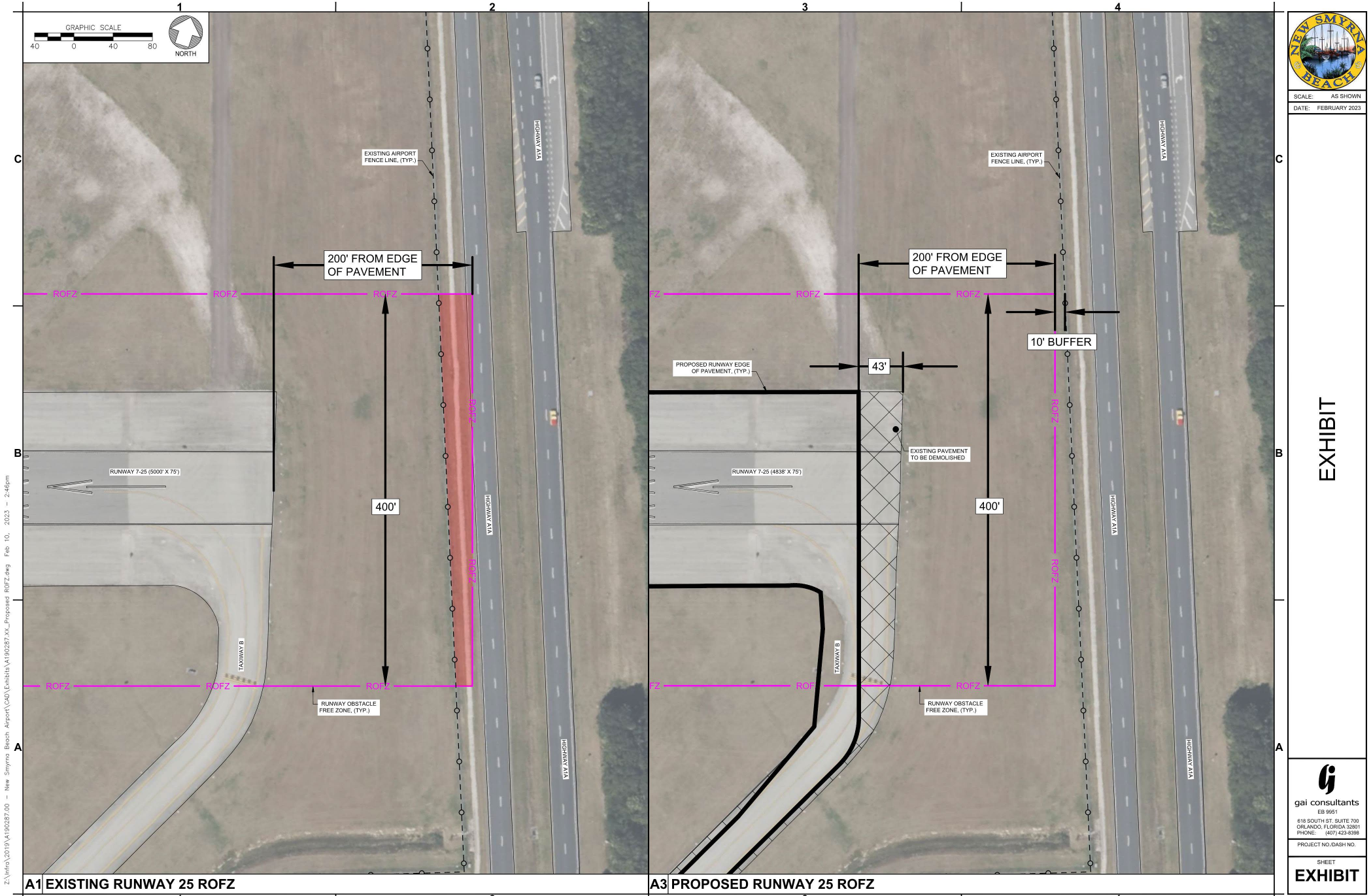
EXHIBIT

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

PROJECT NO./DASH NO.

SHEET
EXHIBIT

Z:\Info\2019\A190287.00 - New Smyrna Beach Airport\C4D\Exhibits\A190287.XX_Proposed ROFZ.dwg Feb 10, 2023 - 2:46pm



A1 EXISTING RUNWAY 25 ROFZ

A3 PROPOSED RUNWAY 25 ROFZ

NEW SMYRNA BEACH

SCALE: AS SHOWN

DATE: FEBRUARY 2023

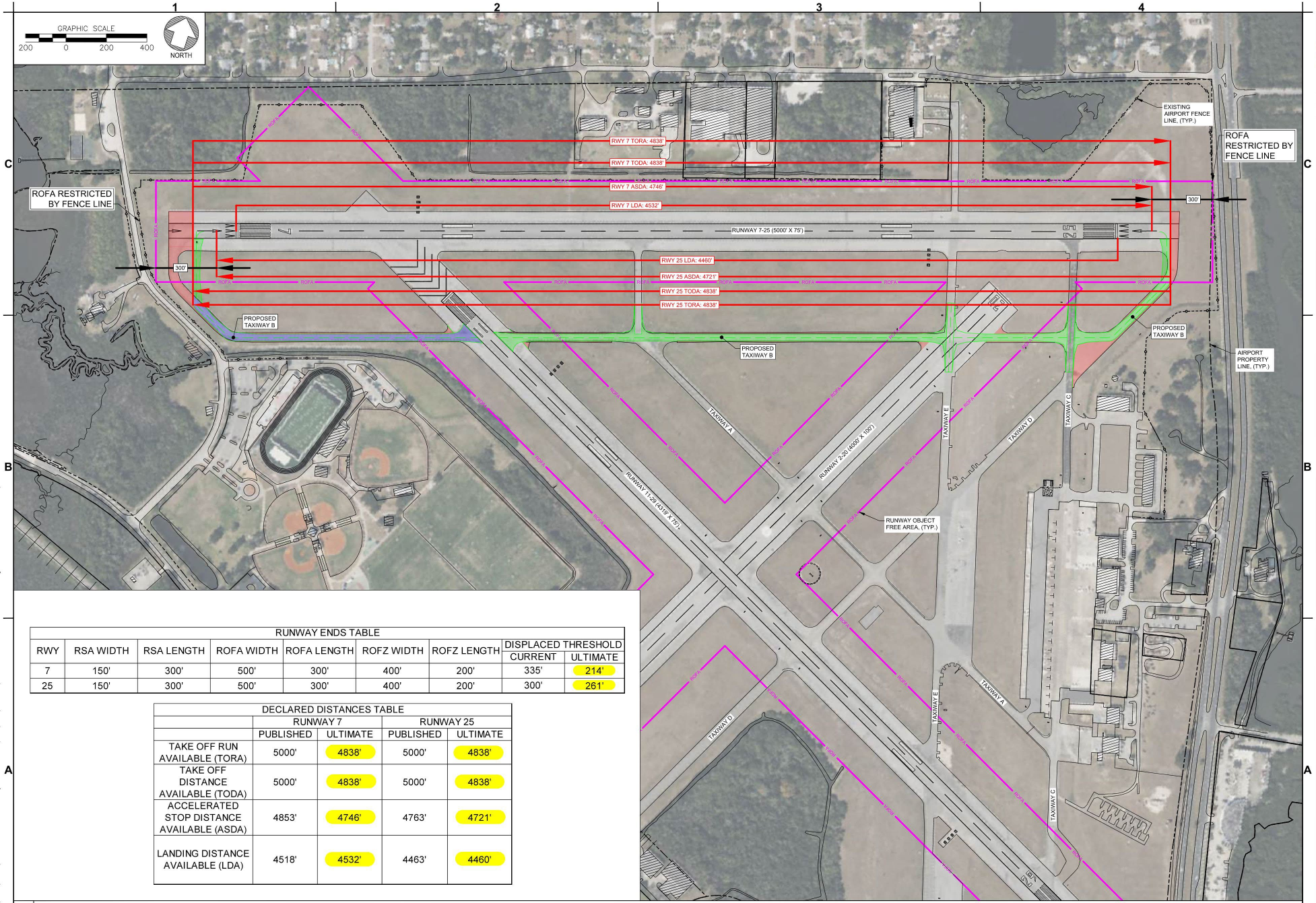
EXHIBIT

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

PROJECT NO./DASH NO.

SHEET
EXHIBIT

Z:\Info\2019\A190287.00 - New Smyrna Beach Airport\CAD\Exhibits\A190287.XX_Proposed ROFZ.dwg Feb 10, 2023 - 2:46pm



RUNWAY ENDS TABLE								
RWY	RSA WIDTH	RSA LENGTH	ROFA WIDTH	ROFA LENGTH	ROFZ WIDTH	ROFZ LENGTH	DISPLACED THRESHOLD	
							CURRENT	ULTIMATE
7	150'	300'	500'	300'	400'	200'	335'	214'
25	150'	300'	500'	300'	400'	200'	300'	261'

DECLARED DISTANCES TABLE				
	RUNWAY 7		RUNWAY 25	
	PUBLISHED	ULTIMATE	PUBLISHED	ULTIMATE
TAKE OFF RUN AVAILABLE (TORA)	5000'	4838'	5000'	4838'
TAKE OFF DISTANCE AVAILABLE (TODA)	5000'	4838'	5000'	4838'
ACCELERATED STOP DISTANCE AVAILABLE (ASDA)	4853'	4746'	4763'	4721'
LANDING DISTANCE AVAILABLE (LDA)	4518'	4532'	4463'	4460'

A1 DECLARED DISTANCES EXHIBIT

NEW SMYRNA BEACH

SCALE: AS SHOWN
DATE: FEBRUARY 2023

EXHIBIT

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

PROJECT NO./DASH NO.

SHEET
EXHIBIT

Z:\Info\2019\A190287.00 - New Smyrna Beach Airport\CAD\Exhibits\A190287.XX_Declared Distances.dwg Feb 10, 2023 - 2:57pm

City Commission Regular Meeting
Tuesday, August 8, 2023 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Randy Hartman and Commissioner Valli Perrine

Excused Absent: Commissioner Lisa Martin and Commissioner Jason McGuirk

Motion:
Vice Mayor Hartman moved to excuse the absences of Commissioner Lisa Martin and Commissioner Jason McGuirk. Commissioner Perrine seconded the motion, and the motion carried unanimously.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Attorney Glenn Storch led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

- Consent Agenda: Change the title of Item 7.N to reflect considering the approval of the rejection of RFP 19-23-LS.
- Consent Agenda: Addition of Consent Item 7.S. Considering the approval of FY22/23 Edward Byrne Memorial Justice Assistance (JAG) County-wide funds to be allocated to the non-profits SMA Healthcare, Inc. and the House Next Door, authorizing the Mayor to execute a letter to FDLE on behalf of the City of New Smyrna Beach.

- Administrative Items: Continuance of Items 8A and 8B to the September 26, 2023 City Commission agenda.

- Ordinance/Second Readings: Continuance of Item 9.G: Ordinance No. 44-23 to the August 22, 2023 City Commission agenda.

Motion:

Commissioner Perrine moved to continue Ordinance No. 44-23 to the August 22, 2023 City Commission agenda. Vice Mayor Hartman seconded the motion, and the motion carried unanimously.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation by First Step Shelter Executive Director Dr. Victoria Fahlberg

5. CITY MANAGER'S REPORT

5.A City Manager's Report

No action

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Workshop and CRA Meeting Minutes from June 22, 2023 and June 25, 2023.
Unanimously adopted

7.B Resolution No. 36-23: Consider the adoption of a Resolution, which if adopted, would amend FY 2022-2023 budget.
Unanimously adopted

7.C Resolution No. 37-23: Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro based on the CPI-U from July, 2023 of 4% for Residential Curbside Recycling Collection.
Unanimously adopted

7.D Resolution No. 38-23: Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro based on the CPI-U from July, 2023 of 4% for Solid Waste, Vegetative Yard Waste, and Bulk Waste Collection and Disposal.
Unanimously adopted

7.E Consider the rejection of Bid received for ITB 20-23-AIR, Fuel Farm Rehabilitation.
Unanimously approved

7.F Consider the award of bid to APM Construction, Inc. for T Hangar F Rehabilitation.
Unanimously approved

7.G Consider the approval of Amendment No. 3 to the Consulting Engineering Agreement for Avcon, Inc. – T Hangar F Construction Phase Services.
Unanimously approved

7.H Consider the approval of FAA Grant Offer for the Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Project No. 3-12-0054-029-2023 for Design of Taxiway B Reconstruction, Runway 7/25 29 PAPI Replacement, Removal of Runway 7/25 ends and Backup Generator Replacement.
Unanimously approved

7.I Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency Historic Westside Preservation Grant Program.
Unanimously approved

7.J Consider approval to modify a US Department of Commerce Economic Development Administration FY 2023 Regional Technology and Innovation Hub Program Notice of Funding Opportunity application to participate in the Florida Space-driven Advanced Manufacturing and Materials Tech Hub Consortium in partnership with the Southeast Volusia Manufacturing and Technology Coalition, and the Cities of Edgewater, and Oak Hill.
Unanimously approved

7.K Consider the approval of the purchase of two (2) small SUVs or pickup trucks for the Community Service Aide Program.
Unanimously approved

7.L Consider the Approval to Amend the Agreement for Continuing Professional Transportation Engineering Services with Traffic Engineering Data Solutions, Inc. who has been bought out by Stanley Consultants, Inc.
Unanimously approved

7.M Consider the approval of a contract renewal with James Moore & Co., P.L. for auditing services.
Unanimously approved

7.N Consider the approval of the RFP 19-23-LS for the Autonomous Robotic Line Marking Machine.
Unanimously approved

7.O Consider approval of a contract award to Garcia Civil Contractors for ITB 21-23-CIP Palm Street Sidewalk Improvement Project.
Unanimously approved

7.P Consider the approval of an agreement for referee management services between the City of New Smyrna Beach and American Sports Officials Incorporated.
Unanimously approved

7.Q Special Event: Consider the approval of the City of New Smyrna Beach Christmas Parade 2023, on December 2, 2023.
Unanimously approved

7.R Special Event: Consider the approval of the weekly Food Truck Event in Venetian Bay, every Monday starting on August 28, 2023 through August 26, 2024.
Unanimously approved

7.S Consider the approval of FY22/23 Edward Byrne Memorial Justice Assistance (JAG) County-wide funds to be allocated to the non-profits SMA Healthcare, Inc. and the House Next Door, authorizing the Mayor to execute a letter to FDLE on behalf of the City of New Smyrna Beach.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Turnbull Creek Land Preservation Committee Board Report
No action; item continued to the September 26, 2023 agenda

8.B Resolution No. 39-23: Consider the adoption of a Resolution, which if adopted, would sunset the Turnbull Creek Land Preservation Committee.
No action; item continued to the September 26, 2023 agenda

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 38-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.25 + acres of property located at 543 Oliver Drive.
Unanimously adopted

9.B Ordinance No. 39-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Medium Density Residential for property located at 543 Oliver Drive as part of an overall annexation application.
Unanimously adopted

9.C Ordinance No. 40-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.25+ acres of property to City R-2, Single Family Residential for property located at 543 Oliver Drive as part of an overall annexation application.
Unanimously adopted

9.D Ordinance No. 41-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.0 + acres of land for property located at 1603 Martins Dairy Road.
Unanimously adopted

9.E Ordinance No. 42-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Rural for property located at 1603 Martins Dairy Road as part of an overall annexation application.
Unanimously adopted

9.F Ordinance No. 43-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 1.0+ acres of land to City A-3, Transitional Agriculture for property located at 1603 Martins Dairy Road as part of an overall annexation application.
Unanimously adopted

9.G Ordinance No. 44-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone 12 parcels of land located east of North Atlantic Avenue between Crawford Road and Sapphire Road from R-3, Single Family & Two Family Residential to R-3A, Single FamilyTwo Family Residential.
No action; item continued to the August 22, 2023 agenda

9. ORDINANCES - FIRST READING

10.A Ordinance No. 45-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would annex approximately 0.92 + acres for property located at 909 Ingham Road.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.B Ordinance No. 46-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use Map to City Low Density Residential for property located at 909 Ingham Road as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.C Ordinance No. 47-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.92 acres of land to City R-3CO, Urban Single Family Residential for property located at 909 Ingham Road as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on August 22, 2023.

10.D Ordinance No. 48-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would annex approximately 5.20 acres of land located at located at 2560 Erena Drive.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.E Ordinance No. 49-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Rural for property located at 2560 Erena Drive as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.F Ordinance No. 50-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 5.20 acres of land to RA, Rural Agriculture located at 2560 Erena Drive as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on August 22, 2023.

10.G Ordinance No. 51-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would annex approximately 1.08 + acres of vacant land located on Pioneer Trail.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.H Ordinance No. 52-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Rural for vacant property located on Pioneer Trail as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

10.I Ordinance No. 53-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 1.08 acres of vacant land to City A-3, Transitional Agriculture for property located on Pioneer Trail as part of an overall annexation application.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on August 22, 2023.

10.J Ordinance No. 54-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would designate a Local Landmark status to the Oak Grove Church of Apostolic Faith located at 441 Sheldon Street.
The Assistant City Attorney read the ordinance, the first time, by title only and reported that the second reading and public hearing would be conducted on August 22, 2023.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

City Commission consensus approved allocating $500 from the City Commission Promotional Expense Fund to be used to donate to the Volusia Volunteers for Medicine on behalf of a request from Commissioner Perrine.

- ✓ *Schedule workshop in September prior to a regular City Commission meeting regarding the City Manager Succession Plan.*

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

9:14 PM

City Commission Regular Meeting
Tuesday, September 12, 2023 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Pete Carter gave the invocation. Fire Chief Shawn Vandemark led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the CRA Regular Meeting Minutes from August 22,2023.
Unanimously adopted

7.B Resolution No. 42-23: Consider the adoption of a Resolution, which if adopted, would amend FY 2022-2023 budget.
Unanimously adopted

7.C Resolution No. 43-23: Consider the adoption of a Resolution, which if adopted, would amend the FDOT Grant Offer for a Public Transportation Grant Agreement (PTGA) FM No. 442494-1-94-01 (Amendment No. 1) for the Taxiway A reconstruction.
Unanimously adopted

7.D Resolution No. 44-23: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant for the Design of Taxiway B Reconstruction, Runway 7/25 29 PAPI Replacement, Removal of Runway 7/25 ends and Vault Upgrades.
Unanimously adopted

7.E Resolution No. 45-23: Consider the adoption of a Resolution, which if adopted, would approve the purchase of one (1) Fire Engine and Two (2) Ladder Trucks from a Future Tax-exempt Financing.
No action

7.F Consider the approval of Amendment No. 4 to the Consulting Engineering Agreement for Avcon, Inc. – Air Traffic Control Tower Rehabilitation Construction Phase Services.
Unanimously approved

7.G Consider the approval of an Amendment No. 6 to the Consulting Engineering Agreement for Avcon, Inc. – Taxiway B Reconstruction and Runway 7-25 Pavement Removal Design Phase Services.
Unanimously approved

7.H Consider the approval of Amendment No. 7 to the Consulting Engineering Agreement for Avcon, Inc. – Precision Approach Path Indicator (PAPI) Replacement on Runways 7-25 and 29, and Electrical Vault Upgrades Design Phase.
Unanimously approved

7.I Consider the approval of an award of bid to Grass Creek Construction, Inc. ITB-25-23-AIR for Air Traffic Control Tower Rehabilitation.
Unanimously approved

7.J Consider the approval of ITB 32-23-CC Code Compliance Lot Clearing vendor contract for the Code Compliance Nuisance Abatement program.
Unanimously approved

7.K Consider the approval of Contractors for concrete work throughout the City.
Unanimously approved

7.L Consider approval of Resurfacing Repair with D2 Paving and Site Work.
Unanimously approved

7.M Consider the approval of the Detwiler Park Fencing replacement.
Unanimously approved

7.N Consider the approval of a License Agreement to allow a paver parking area in the Maralyn Avenue right-of-way in front of property located at 800 Maralyn Avenue.
Unanimously approved

7.O Consider the purchase approval of a Nissan Frontier for the Fire Department, Fire Inspector.
Unanimously approved

7.P Consider the purchase approval of one (1) Ford F-250 with Work Body for the Maintenance Operations Department and Piggyback Agreement with Charlotte County.
Unanimously approved

7.Q Consider the purchase approval of a Lenco Bearcat armored high water rescue vehicle.
Unanimously approved

7.R Consider the purchase approval of six (6) vehicle-mounted police radios.
Unanimously approved

7.S Consider the purchase approval of Cisco Webex Calling.
Unanimously approved

7.T Consider the approval of a contract with First Step Shelter.
Unanimously approved

7.U Consider the approval of an updated Police Department AXON contract to include the bundle of TASER 10 with existing Body Worn Camera conditions.
Unanimously approved

7.V Consider the adoption of a new process to approve "Slow - Deaf Child Area" signs.
Unanimously approved

7.W Consider the approval of an amendment of the CDM Smith Agreement for CEI Services - 5th St. Bridge Replacement Project.
Unanimously approved

7.X Consider extending the Memorandum of Agreement between the City of New Smyrna Beach, City of Edgewater and City of Oak Hill for the duration of the Brownfields Assessment Coalition grant period.
Unanimously approved

7.Y Consider the approval of the replacement of Marianne Clancy Park ADA Ramp and Stairs.
Unanimously approved

7.Z Consider the approval of the Adjustment to Uncollectible Accounts Receivable at the End of FY2023.
Unanimously approved

7.AA Special Event: Consider the approval of the First Saturday on Canal Street Events for 2023-2024, events will take place on the first Saturday of each month starting on October 7, 2023 through June 1, 2024.
Unanimously approved

7.AB Special Event: Consider the approval of the Great Candy Race 2023, on Saturday October 14, 2023.
Unanimously approved

7.AC Special Event: Consider the approval of the IMAGES, A Festival of the Arts to be held on January 26, 27 and 28, 2024; including a request for road closures, stage with entertainment and a beer garden area, as well as use and fee waiver for the Brannon Center and Riverside Park.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the recommendation to reject the proposal for RFP 27-23-CW, Lease of City Owned Property.
Unanimously denied staff recommendation

Motion:
Vice Mayor Hartman moved to accept the proposal for RFP 27-23-and move forward with lease negotiations with White Whale Realty. Commissioner McGuirk seconded the motion, and the motion unanimously carried.

8.B Traffic Calming Improvements
Unanimously approved

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Public Hearing to consider the approval of a Historic Tree Removal for the property located at 2376 SR 44- Florida Health Care: Application No. 1-23.
Approved 4-1 by majority vote, as amended to include tree 101, totaling eleven trees, with Commissioner Martin voting no

10. ORDINANCES - FIRST READING

10.A Ordinance No. 55-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend Section VIII, B (Holidays), C (Personal Leave), and D (Personal Leave/Managerial Positions) of the Personnel Policies and Procedures of the City of New Smyrna Beach.

Motion:
Commissioner Perrine moved to withdraw the ordinance, as written, separating it into two separate ordinances to be considered under First Reading at the September 26, 2023 meeting. Vice Mayor Hartman seconded the motion, and the motion carried unanimously.

10.B Ordinance No. 56-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would allow the approval of a new Planned Unit Development (PUD) Master Development Agreement (MDA) for the previously approved and nowexpired Village Square PUD MDA, which would allow development within the remaining two existing undeveloped parcels of an approximately 6.4 acre total PUD property area located along SR 44, south of its intersection with Colony Park Road (PUD-3-21).
The City Attorney read Ordinance No. 56-23, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on September 26, 2023. Applicant agreed to changing ten years to five years in the PUD.

10.C Ordinance No. 57-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.62 acres of land located at 684 Corbin Park Road.
The City Attorney read Ordinance No. 57-23, the first time, by title only and reported that the second reading and public hearing would be conducted on September 26, 2023.

10.D Ordinance No. 58-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Medium Density Residential for property located at 684 Corbin Park Road as part of an overall annexation application.

The City Attorney read Ordinance No. 58-23, the first time, by title only and reported that the second reading and public hearing would be conducted on September 26, 2023.

10.E Ordinance No. 59-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.62 acres of land to City to City R-2, Single Family Residential for property located at 684 Corbin Park Road as part of an overall annexation application.
The City Attorney read Ordinance No. 59-23, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on September 26, 2023.

10.F Ordinance No. 60-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.22 + acres of property located at 579 Palm Drive.
The City Attorney read Ordinance No. 60-23, the first time, by title only and reported that the second reading and public hearing would be conducted on September 26, 2023.

10.G Ordinance No. 61-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Medium Density Residential for property located at 579 Palm Drive as part of an overall annexation application.
The City Attorney read Ordinance No. 61-23, the first time, by title only and reported that the second reading and public hearing would be conducted on September 26, 2023.

10.H Ordinance No. 62-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.22 acres of land to City to City R-2, Single Family Residential for property located at 579 Palm Drive as part of an overall annexation application.
The City Attorney read Ordinance No. 62-23, the first time, by title only and reported that the second reading and quasi-judicial public hearing would be conducted on September 26, 2023.

10.I Ordinance No. 63-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would revise charges for household and commercial solid waste.

The City Attorney read Ordinance No. 63-23, the first time, by title only and reported that the second reading and public hearing would be conducted on September 26, 2023.

11. BOARDS AND COMMISSIONS

11.A Airport Advisory Board: Consider the reappointments/appointments of three seats expiring on September 9, 2023 to serve three-year terms, expiring on September 9, 2026 and consider an appointment to fill one unexpired seat to serve the remainder of a three-year term, expiring on September 9, 2024.
Reappointed James Dempsey to serve a second three-year term, expiring on September 9, 2026, appointed David Maib to serve a three-year term, expiring September 9, 2026 and reappointed Celeste Lester to serve an unexpired term, ending on September 9, 2024.

11.B Economic Development Task Force: Consider the appointments of two (2) citizens to serve unfilled three-year terms, expiring on September 1, 2025.
Appointed John Joaquin and Jesse Romero to serve unfilled three-year terms, expiring on September 1, 2025.

11.C Housing Authority: Consider the reappointment of one (1) member to serve a four-year term, expiring on August 31, 2027.
Reappointed Rosemary Walker to serve a four-year term, expiring on August 31, 2027.

11.D Utilities Commission: Consider the reappointment of one (1) member to serve a three-year term, expiring on September 7, 2026.
Reappointed James Smith to serve a second three-year term, expiring on September 7, 2026.

11.E Advisory Board Recommendations
City Commission consensus approved the City Clerk bringing back three resolutions.

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

14.A Amendment to Contract for Airgate Aviation Litigation
Unanimously approved

15. ADJOURNMENT

10:16 PM.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF FAA GRANT OFFER FOR CONSTRUCTION OF TAXIWAY B RECONSTRUCTION AND REMOVAL OF RUNWAY ENDS OF 7/25 AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO EXECUTE THE GRANT AWARD ON BEHALF OF THE CITY.

September 10, 2024

Background:

Airport staff recently applied for and are being awarded a FAA grant to cover the construction cost of Taxiway B rehabilitation, Runway 7/25 pavement removal, update Exhibit A (property map), and Disadvantaged Business Enterprise (DBE) plan.

- Taxiway B reconstruction will correct geometry to be compliant with current FAA standards and remove excess and dilapidated shoulder pavement as it is not required.
- Removal of pavement from both ends of Runway 7/25 will allow the Airport to come into compliance with FAA violations to the runway obstacle free zone. The Airport Advisory Board unanimously approve this project on February 23, 2023.
- An updated Exhibit A is needed for the FAA as part of their approval process of any land development at the airport.
- The DBE program is a legislatively mandated USDOT program that applies to recipients of USDOT federally assisted contracts issued by the FDOT.

The total cost for these projects will be $5,246,529 of which the FAA is offering to reimburse 90% or $4,721,876 of the cost. We have applied for an FDOT grant to reimburse 8% or $419,722 which they are currently in the process of writing and will be brought to the commission later this month for approval. The remaining 2% or $104,931 will come from the Airport fund.

The award of the grant is subject to the requirements in 2CFR §200.305 and the grant being executed and signed via electronic signature to the FAA by **September 18, 2024**. Due to the tight timeline, staff is seeking the Commission's approval to allow the Mayor, City Manager, and City Attorney to electronically execute any documents necessary to effectuate the award of the grant.

Fiscal Analysis:

The total cost for these projects will be $5,246,529 of which the FAA is offering to reimburse 90% or $4,721,876 of the cost. We have applied for an FDOT grant to reimburse 8% or $419,722 which they are currently in the process of writing and will be brought to the commission later this month for approval. The remaining 2% or $104,931 will come from the Airport fund.

Account 10454201.563203.24RWY

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

FAA grant update for TW B Recon, Exhibit A, and DBE Grant.pdf

From: Carraro, Scott W (FAA)
To: Weese, Arvin; Cosat, Jacob; Hall, Tammy
Cc: Thompson, Jack C.M.; Allen, Ryan P (FAA); Reed, Amy M (FAA)
Subject: FY24 TW B Recon, Exhibit A, and DBE Grant
Date: Monday, August 26, 2024 10:59:00 AM

CAUTION: EXTERNAL EMAIL

Hi EVB Team,

As a follow-up to our conversation, we anticipate a FY24 AIP grant agreement for the Taxiway B Reconstruction, Runway 7/25 pavement removal, and Exhibit A update being issued the week of September 9th for signatures. I'm hoping it will go out closer to the beginning of the week, but I will keep you updated. We will need both the sponsor's representative and attorney signatures by 9/18 at the latest.

Feel free to reach out if you have any questions.

Best Regards,

Scott W. Carraro, P.E.
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819
Phone: (407) 487-7222

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE CITY COMMISSION MINUTES FROM THE REGULAR MEETINGS HELD ON AUGUST 13, 2024 AND AUGUST 27, 2024.

September 10, 2024

Background:

Regular City Commission meetings were held on Tuesday, August 13, 2024 and August 27, 2024. The meeting minutes are attached for City Commission review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

08-13-24 Reg.pdf
08-27-24 Reg.pdf

City Commission Regular Meeting
Tuesday, August 13, 2024 at 6:30 PM
Minutes

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, August 13, 2024, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland called the meeting to order at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Valli Perrine, Commissioner Randy Hartman, Commissioner Lisa Martin and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Sheila Turner gave the invocation. Executive Director Stephanie Ford, Southeast Volusia Chamber of Commerce, led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the request to withdraw Ordinance Nos. 46-24 and 47-24 from the agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Recognition: of Police Chaplain Pete Carter for his years or service and dedication to the New Smyrna Beach Police Department.

Police Chief Eric Feldman recognized Police Department Chaplain Pete Carter for his years of service and dedication to the NSB Police Department.

4.B Proclamation: Honoring and recognizing Joe Bunch for his service as the General Manager and CEO of New Smyrna Beach Utilities.

The City Commission presented a proclamation to Mr. Joe Bunch honoring and recognizing him for his service at NSB Utilities.

4.C Financial Auditor Presentation

James Halleran of James Moore, CPA outlined a presentation**.**

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Resheidat shared a report.

6. PUBLIC PARTICIPATION

Sharon Glenn, on behalf of Save our NSB Task Force, 1109 and 1111 South Atlantic Avenue, commented in opposition to Ordinance Nos. 46-24 and 47-24. She mentioned that there were over 800 signatures on a petition opposing this project. She reminded the Elected Officials of their oaths and reminded them that they were supposed to protect the people.

Cindy Sniezak, 512 Yupon Avenue, commented in opposition to the text amendment defining commercial floor area ratios. She suggested looking at cities like Winter Park since we had a smaller city with a positive image.

Stephanie Ford, SEV Chamber of Commerce and Ashley Musgrove, CEO of NSB Board of Realtors, welcomed the new City Manager Kevin Cowper. They invited the Commission to the Hob Nob Event at the Brannon Center tomorrow evening. She thanked the city for their support of their Leadership Program.

Doug Mullan, 918 East 1st Avenue, commented in opposition to Ordinance Nos. 46-24 and 47-24. He commented on the amount of motor vehicle accidents. He mentioned not turning New Smyrna Beach into Daytona Beach.

Ben Haag, 821 Maralyn Avenue, commented in opposition to Ordinance No. 46-24 and 47-24. He commented on quality of life and trying to change a paradise.

Sue Trzaskus, 1300 Hill Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. She mentioned the national crime survey.

Gayla Leslie, 1306 Hill Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. She requested that they work together as a community and make New Smyrna Beach beautiful.

Susan Coakley, 1402 Southard Avenue, commented in opposition to Ordinance Nos. 46-24 and 47-24. She requested that they not approve the ordinance when it returned and asked for the scale and character of the city to be preserved. She shared her concerns with the Planning and Zoning Board recommending approval on this project swiftly and carelessly.

Audia Ricker, 815 Willard Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. She commented on concerns with transients, property issues and setting a precedent for future building.

Donald and Marcia Eppelin, 1310 Hill Street, commented in opposition to Ordinance Nos. 46-24 and 47-24, mentioning that zoning was to protect citizens and the environment.

Ty Harrison, 2nd Avenue, commented in opposition to Ordinance Nos. 46-24 and 47-24. He commented on drainage problem and engineering. He shared his professional experience.

Angie Baretta-Herman, 108 Esther Street, expressed her heartfelt thanks to the Commission for saving the charm and hoped all the audience members would keep fighting for the charm. She commented on the Women's Club and wanted a status update. She commented on the continued deterioration of the Women's Club, in particular the leaking roof and she mentioned that the neighbors were concerned about having an abandoned building on their street.

Sandra Smith, 810 East 26th Avenue, commented on processes. She commented on the zoning districts and needing for variances. She commented in opposition to Ordinance Nos. 46-24 and 47-24. She shared that the applicant created their own self-hardship. She requested that the city post a notice on the property if the project request comes back to the city from the applicant prior to the public hearing.

Paul Schlichtmann, 914 Locust Street, commented on zoning procedures. He mentioned that he recently renovated a family home on Locust Street. He commented on spot planning and shared concerns with that. He commented on cascading challenges throughout the city. He commented on density and large-scale development.

Lou Pate, 1604 Saxon Drive, commented in opposition to Ordinance Nos. 46-24 and 47-24. He shared that there was no need for additional parking. He shared that the people wanted to know where the candidates for election stood.

Jess Romero, 708 South Cooper Street, commented about mentioning the MDA's and PUD's not having closing dates on them.

Harriett Hellier, 1111 Hill Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. She commented on FAR's. She commented on taking an opportunity to begin looking at the code. She wanted to come together on a consensus because it was not in the best interest of the citizens.

Nick Hellier, 1111 Hill Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. He commented on crime statistics, liquor licensing after 2:00 am, and believed there was something missing in communication.

Richard Trujillo, 844 South Cooper Street, commented in opposition to Ordinance Nos. 46-24 and 47-24. He commented on the parking lots and garages to observe the careless drivers trying to get on and off the beach. He shared if they were not using the current parking spaces, why would they use a new one.

Larry Westley, 39 Sandra Circle, commented on the gaslighting going on with this project. He shared that this project was not a parking garage, but rather a restaurant and retail space. He commented on the Planning and Zoning Board advertising. He commented on stopping some of the growth and stop changing the ordinances to accommodate developers. He commented on changing regulations. He shared that all of the elected officials would have to worry about leaving a legacy.

DaleAnn Clark, protected address, commented on her family history in New Smyrna Beach. She commented on the building code being previously voted as a maximum of three-stories high. She shared that the spirit of the Commission in the 1960's was deliberate, slow, growth. She asked them to keep New Smyrna Beach safe for all citizens. She shared it was not too late.

Pasqual Brignola, 391 South Timberlane Drive, commented on PUD on Paige Avenue, Oak Park Estates. He commented on receiving legitimate opposition to new growth. He commented about the flood plain, new development, flooding in surrounding neighborhoods. He shared that the solution would be for Volusia Forever to purchase this property. He shared that the application must be submitted by September 13th.

Leslie Sachs, 816 East 8th Avenue, was glad that the items were withdrawn. She commented on the text amendment. She commented on the County's decision to make beach parking free.

7. CONSENT AGENDA

7.A Consider the approval of the Armstrong Dock Agreement and Settlement agreement for 800 South Riverside Drive.

Motion:
Commissioner Martin moved to approve the Armstrong Dock Agreement and Settlement , as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.B Consider the adoption of the City Commission minutes from the workshops held on June 20, 2024 and June 25, 2024 and the regular meeting held on June 25, 2024.

Motion:
Commissioner Martin moved to adopt the City Commission minutes from the workshops held on June 20, 2024 and June 25, 2024 and the regular meeting held on June 25, 2024, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.C Consider the approval of the use of CDBG funds for improvements to Pettis Park, located at 800 Mary Avenue.

Motion:
Commissioner Martin moved to approve the use of CDBG funds for improvements to Pettis Park, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.D Consider the approval to award RFQ 14-24-ENG for Continuing Professional Transportation Engineering Consulting Services to CPH Consulting, Kimley-Horn and Associates, Kittleson & Associates, Inc., Lassiter Transportation Group, Inc., and Stanley Consultants.

Motion:
Commissioner Martin moved to approve the award of RFQ 14-24-ENG, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.E Consider the approval of converting the intersection located at Ocean Avenue and Cooper Street to an All-Way Stop Condition.

Motion:
Commissioner Hartman moved to approve converting the intersection located at Ocean Avenue and Cooper Street, as submitted. Vice Mayor Perrine seconded the motion, and the motion was unanimously denied.

7.F Consider the approval of a temporary road closure on Flagler Avenue between Peninsula Avenue and Pine Street.

Motion:
Commissioner Martin moved to approve a temporary road closure on Flagler Avenue between Peninsula Avenue and Pine Street, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.G Consider the approval of the Award of RFP 04-24-CIP Professional Design Build Services for Skate Park Expansion.

Motion:
Commissioner Martin moved to approve the award of RFP 04-24-CIP, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.H Consider the approval of the Award of RFP 21-24-LS Food Trucks Organizing to Katric, LLC.

Motion:
Commissioner Martin moved to approve the award of RFP 21-24-LS, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.I Special Event: Consider the event approval of the Black Heritage Festival 2025, to be held on Saturday February 22 and Sunday February 23, 2025 including waiver of associated city event, rental and equipment fees.

Motion:
Commissioner Martin moved to approve the Black Heritage Festival 2025 Special Event, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.J Special Event: Consider the approval of the Engel & Volkers NSB Grand Opening Parties and grant a noise ordinance waiver for these events, to be held on Friday August 16 and Saturday August 17, 2024 from 6pm to 9pm each evening.

Motion:
Commissioner Martin moved to approve the Engel & Volkers NSB Grand Opening Parties, granting a noise ordinance waiver, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.K Special Event: The Kiwanis of SE Volusia Field of Honor Flag Event 2024, to be held in Riverside Park from Sunday November 3rd until Sunday November 24, 2024.

Motion:
Commissioner Martin moved to approve the Kiwanis of SE Volusia Field of Honor Flag Event 2024, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.L Special Event: Consider the approval of the Night at the Museum Event 2024, to be held on Friday October 25, 2024.

Motion:
Commissioner Martin moved to approve the Night at the Museum Event 2024, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.M Resolution No. 53-24: Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro of 4% for Residential Curbside Recycling Collection.

Motion:
Commissioner Martin moved to adopt Resolution No. 53-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.N Resolution No. 54-24: Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro of 4% for Solid Waste, Vegetative Yard Waste, and Bulk Waste Collection and Disposal.

Motion:
Commissioner Martin moved to adopt Resolution No. 54-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.O Consider the approval of accepting the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG-D) for the procurement of ballistic vests.

Motion:
Commissioner Martin moved to approve accepting the FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG-D), as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Public Hearing to consider the approval of Application No. HTR-3-24 - Historic Tree Removal of a 37" DBH Live Oak tree on the residential property at 1970 Turnbull Lakes Dr.

A Public Hearing to consider the approval of Application No. HTR-3-24 was conducted.

Compliance Coordinator Channing Maiolo outlined a report.

Mayor Cleveland opened the public hearing.

Applicant Gary Albers, 1970 Turnbull Lakes Drive, commented on the request and provided information about the history. He read a letter from the contractor, T&K Tree Services, apologizing for the error.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner Hartman moved to approve Application No. HTR-3-24, as submitted. Commissioner Martin seconded the motion, with the stipulation to replace the two trees within sixty days, and the motion carried unanimously.

9.B Ordinance No. 43-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve a Zoning Text Amendment to the City Land Development Regulation that would remove the use of church and replace with house of worship and add a new definition and make the use permitted in certain zoning districts. The amendment would also replace the use of drug store with pharmacy and add a new definition.

The City Attorney read Ordinance No. 43-24, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 27, 2024.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Cleveland opened the public hearing. As no citizens wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 43-24, on first reading, as submitted. Vice Mayor Perrine seconded the motion, and the motion carried unanimously.

9.C Ordinance No. 44-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the text of the B-3 zoning district to add Pain Management Clinics to the B-3 Highway Service Business District as a Special Exception.

The City Attorney read Ordinance No. 44-24, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 27, 2024.

Senior Planner Jake Baker outlined the ordinance.

Mayor Cleveland opened the public hearing.

Doctor Tryn, PRC, commented in support of the Ordinance.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 44-24, on first reading, as submitted. Commissioner McGuirk seconded the motion, and the motion carried 3-2 by majority vote, with Vice Mayor Perrine and Commissioner Martin voting no.

9.D Ordinance No. 46-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Land Development Regulations by adding a definition of Floor Area Ratio, Commercial.

No action; item withdrawn.

9.E Ordinance No. 47-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone 1.01 acres of land from B-2 Neighborhood Business District to Planned Unit Development, at 1300 S. Atlantic Avenue.

No action; item withdrawn.

9.F Ordinance No. 48-24: Conduct the Second Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would authorize New Smyrna Beach Utilities to enter into a grant agreement with the Florida Department of Environmental Protection for a Septic to Sewer Project in Silver Sands.

The City Attorney read Ordinance No. 48-24, the second time, by title only.

Assistant City Manager Ron Neibert outlined the ordinance.

Mayor Cleveland opened the public hearing. As no citizens wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Vice Mayor Perrine moved to adopt Ordinance No. 48-24, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 49-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would revise charges for household and commercial solid waste.

City Attorney Avallone read Ordinance No. 49-24, the first time, by title only. She reported that the second reading and public hearing would be conducted on August 27, 2024.

10.B Ordinance No. 50-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.34 acres of land to B-4, Ocean Commercial on a vacant property located at the southwest corner of East 7th Avenue and South Atlantic Avenue.

City Attorney Avallone read Ordinance No. 50-24, the first time, by title only. She reported that the second reading and public hearing would be conducted on August 27, 2024.

11. BOARDS AND COMMISSIONS

11.A Housing Authority: Consider the appointment of one (1) citizen to serve as a resident commissioner in an unfilled four-year term, expiring on August 31, 2026.

Motion:
Commissioner Martin moved to appoint Wilda Bennett to serve as a resident commissioner on the Housing Authority to an unfilled term, expiring August 31, 2026. Commissioner Hartman seconded the motion, and the motion carried unanimously.

11.B Utilities Commission: Consider the reappointments of two (2) current members to serve three-year terms, set to expire on September 7, 2027.

Motion:
Vice Mayor Perrine moved to reappoint Rick Hawes and Lawrence Kelly to serve their second terms, expiring on September 7, 2027. Commissioner McGuirk seconded the motion, and the motion carried 4-1 by majority vote, with Mayor Cleveland voting no.

12. MAYOR AND COMMISSION REPORTS

Commissioner Hartman commented on attending the Backpack Giveaway Event and the Police Department Promotional Ceremony. He commended City Engineer Jesse Meyers for his professional and respectful demeanor involving a citizen concern. He asked about an expected completion date for the parking study.

Commissioner Martin commented on the parking problems article inaccuracies published in the Hometown News.

Vice Mayor Perrine commended Commissioner McGuirk during the Airport Noise Study meeting.

Commissioner McGuirk commented on the Airport Noise Study meeting.

Mayor Cleveland commented on the Airport Noise Study meeting.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

14.A Amendment to Legal Services Agreement for Airgate Aviation Litigation.

Motion:
Vice Mayor Perrine moved to approve the amendment to Legal Services for the Airgate Aviation Litigation. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

14.B External investigation request and selection of an external investigator.

Motion:
Commissioner Martin moved to approve hiring select External Investigator Vicky Sproat to conduct an internal investigation into complaints submitted by various employees to the HR Department, as well as investigate the complaints submitted to the City Manager on November 15, 2023, to the City Commission on June 20, 2024, and received via external legal counsel on July 30, 2024. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

15. ADJOURNMENT

As there is no further business to discuss, Mayor Cleveland adjourned the regular meeting 10:04 PM.

City Commission Regular Meeting
Tuesday, August 27, 2024 at 6:30 PM
Minutes

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, August 27, 2024, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland called the meeting to order at 6:30 p.m.

Present: Mayor Fred E. Cleveland, Vice Mayor Valli Perrine, Commissioner Randy Hartman, Commissioner Lisa Martin, and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Senior Chaplain Tom Prucnal gave the invocation. Michael Seegobin led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported no changes to the published agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: Senator Tom Wright will present a check for the North Atlantic Stormwater Project

Senator Tom Wright presented a check to the city for the North Atlantic Avenue Drainage Project.

4.B Recognition of Sharewear founders Amanda Anderson and Lyndsey Allender for their donation of digital safety bracelets to the New Smyrna Beach Police Department.

Police Chief Eric Feldman and the City Commission recognized Amanda Anderson and Lyndsey Allender.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Resheidat outlined a report.

6. PUBLIC PARTICIPATION

Larry Westley, 39 Sandra Circle, commented on the five-story parking garage during the last meeting. He shared that it was not a parking garage, but rather a mall. He commented on the importance of an accurate press release.

Keith Norton, Volusia EDC, commented on City Manager Resheidat. He shared that he enjoyed working with him and the direction he gave. He applauded him for his thirty-five years working at the city.

Bob Williams, 767 Pine Shores Circle, commented on City Manager Resheidat. He commented on what it took to have five bosses.

Celeste Lester, 410 Quay Assisi, commented on City Manager Resheidat. She thanked him for the support he gave to Habitat for Humanity.

Frank Dalton, 1617 Martin Dairy Road, wished City Manager Resheidat a happy retirement. He cautioned the Commission to be careful when deciding on agenda item 10.A. He commented on being conscientious of displacing wildlife.

Skip Simmons, 543 Hamlet Drive, commented on the *No Longer Fatherless Organization*. He wanted to spread the word about their organization. He commented on mentors, training, applications, reference checks, level 2 FBI fingerprint and background checks. He shared information about their programs.

Richard England, Canal Street HUB, thanked City Manager Resheidat for his help over the years and wished him the best in retirement.

Joe Dlubak, 3587 Casalta Circle, commented on Town Center parking in Venetian Bay. He commented on the developer incorporatingparking charges. He shared that they found out that the developer has asked the city to participate in incorporating parking charges. He asked the city not to participate in this with the developer.

Scott Steger, Port Orange, thanked City Manager Resheidat. He shared that he worked with Khalid on different projects over the past ten years. He commented on the Venetian Bay parking issues.

Jess Romero, 708 South Copper Street, commented in opposition on the zoning request on South Atlantic Avenue.

Cindy Sniezak, 512 Yupon Avenue, thanked Police Chief Feldman because she has called the non-emergency line several times over the last year for various reasons. She commented on the new City Manager. She wished City Manager Khalid Resheidat well in his retirement.

James Halleran, James Moore Company, CPA., commented on agenda item 8.A. He shared that they have been the city's auditor for the past five years. He introduced his staff, which stood up in the audience.

Ronald Whitesides, CPA and Partner for Purvis, Gray and Company, LLP, commented on item 8.A.

Jay Pendergast, 5900 South Atlantic Avenue, commented on the Deering Park Project. Shared that there was an opportunity now to control it.

Susan Coakley, 1402 Southard Avenue, asked the City Commissioners to honor their oath of office to preserve that scale and character of New Smyrna Beach. She asked the Commissioners not to approve the 1300 South Atlantic Avenue PUD.

Karen Clancy, Magnolia Street, commented on being recognized by proclamation under former Mayor James Vandergrift for her conservation efforts at the Marine Discovery Center. She commented in opposition to Ordinance No. 51-24.

Doug Mullen, 918 East 1st Avenue, commented in opposition to the ordinances that reference rezoning.

Ann Gunter, 140 Temple Street, commented in opposition to Ordinance No. 51-24.

Steve Gunter, 140 Temple Street, commented in opposition to Ordinance No. 51-24.

Shawn Vandemark, New Smyrna Beach Fire Chief, commented in support of Consent agenda item 7.H.

Tiffany Kyle, 620 Hidden Pines Boulevard, thanked the city for their work on the Turnbull Creek Watershed. She commented in opposition to Ordinance No. 51-24.

Doug Emerson, 805 East 2nd Avenue, commented on drainage. He shared that they had thousands of people on their signature page in opposition to allowing increased development on the beachside. He shared that the Elected Officials first duty was to protect the interests of the citizens.

Donna Hinkle, 1115 South Orange Street, and owner of Under the Stars non-profit at 1111 South Orange Street, requested a meeting with the Homelessness Task Force created by the Police Department. She suggested creating a meeting where different entities could join to collaborate on ideas to help with the influx at Under the Stars.

7. CONSENT AGENDA

7.A Consider approval of the Temporary Parking Agreement with NSBU at the City of New Smyrna Beach Airport.

Motion:
Commissioner McGuirk moved to approve the Temporary Parking Agreement with NSBU at the New Smyrna Beach Municipal Airport, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.B Resolution No. 55-24: Consider the adoption of a Resolution, which if adopted, would declare the persons so qualified as nominees at the general election.

Motion:
Commissioner McGuirk moved to adopt Resolution No. 55-24, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.C Consider the approval of the Team Volusia Economic Development Corporation (EDC) Cooperative Agreement with the City of New Smyrna Beach.

Motion:
Commissioner McGuirk moved to approve the Team Volusia Economic Development Corporation (EDC) Cooperative Agreement, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.D Consider the approval of an Interlocal Agreement Regarding Transportation Impact Coordination Between the County of Volusia ("COUNTY") and the City of New Smyrna Beach ("CITY").

Motion:
Commissioner McGuirk moved to approve the Interlocal Agreement between the City of New Smyrna Beach and Volusia County regarding Transportation Impact Coordination, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.E Consider the approval to award RFQ 18-24-ENG for Continuing Professional Geotechnical Services to Ardaman & Associates, Inc., Terracon Consultants, Inc., and Universal Engineering Services, LLC.

Motion:
Commissioner McGuirk moved to approve the award of RFQ 18-24-ENG, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.F Consider the approval of the 5th St. Bridge CEI Amendment - CDM Smith.

Motion:
Commissioner McGuirk moved to approve the 5th St. Bridge CEI Amendment - CDM Smith, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.G Consider the approval of the Volusia County Temporary Occupancy Agreement for the North Causeway Boat Ramp Property.

Motion:
Commissioner McGuirk moved to approve the Volusia County Occupancy Agreement, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.H Consider approval to override the personal leave payout limits for retiring City Manager.

Motion:
Commissioner McGuirk moved to approve to override the personal payout limits for the retiring city manager, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.I Special Event: Consider the approval of the Canal Street Nights Events for 2024-2025, to be held on four Thursdays: October 17, 2024, November 21, 2024, February 20, 2025, and March 20, 2025.

Motion:
Commissioner McGuirk moved to approve the Canal Street Nights Special Events, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.J Special Event: Consider the approval of the First Saturday on Canal Street Events for 2024-2025, events will take place on the first Saturday of each month starting on September 7, 2024 through June 7, 2025.

Motion:
Commissioner McGuirk moved to approve the First Saturday on Canal Street Events, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

7.K Consider approval of Interlocal Agreement for Fleet Fueling Services with NSBU.

Motion:
Commissioner McGuirk moved to approve the Interlocal Agreement for Fleet Fueling Services, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval to award RFP 30-24-FIN, External Independent Auditing Services, contract to Purvis, Gray and Company, LLP.

Motion:
Vice Mayor Perrine moved to approve the award of RFP 30-24-FIN to Purvis, Gray and Company, LLP., as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 43-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve a Zoning Text Amendment to the City Land Development Regulation that would remove the use of church and replace with house of worship and add a new definition and make the use permitted in certain zoning districts. The amendment would also replace the use of drug store with pharmacy and add a new definition.

City Attorney Avallone read Ordinance No. 43-24, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 43-24.

Senior Planner Bob Mathen outlined the request.

Mayor Cleveland opened the Public Hearing. As no citizens wished to speak, Mayor Cleveland closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 43-24, as submitted.
Commissioner Martin seconded the motion, and the motion carried unanimously.

9.B Ordinance No. 44-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the text of the B-3 zoning district to add Pain Management Clinics to the B-3 Highway Service Business District as a Special Exception.

City Attorney Avallone read Ordinance No. 44-24, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 44-24.

Senior Planner Jake Baker outlined the request.

Applicant Rajesh Ailani, MD, and Sanjay Bakshi, MD, commented in support of the application.

Mayor Cleveland opened the Public Hearing.

Jess Romero, 707 South Cooper Street, commented in opposition to Ordinance No. 44-24.

Cindy Sniezak, 512 Yupon Avenue, commented in opposition to Ordinance No. 44-24.

Lillian Conrad, 2700 North Peninsula Avenue, Suite 416, shared that she would prefer a zoning exception, not a special exception regarding this matter.

Mayor Cleveland closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 44-24, as submitted. Commissioner McGuirk seconded the motion, and the motion was denied 3-2 by majority vote, with Commissioner Martin, Vice Mayor Perrine, and Mayor Cleveland voting no.

9.C Ordinance No. 49-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would revise charges for household and commercial solid waste.

City Attorney Avallone read Ordinance No. 49-24, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 49-24.

Maintenance Operations Director David Ray outlined the request.

Mayor Cleveland opened the Public Hearing. As no citizens wished to speak, Mayor Cleveland closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 49-24, as submitted. Commissioner Martin seconded the motion, and the motion carried unanimously.

9.D Ordinance No. 50-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.34 acres of land to B-4, Ocean Commercial on a vacant property located at the southwest corner of East 7th Avenue and South Atlantic Avenue.

City Attorney Avallone read Ordinance No. 50-24, the second time, by title only.

A Quasi-Judicial Public Hearing was conducted to consider the adoption of Ordinance No. 50-24.

Senior Planner Bob Mathen outlined the request.

Applicant Attorney Glenn Storch answered questions about the ordinance.

Mayor Cleveland opened the Quasi-Judicial Public Hearing.

Leslie Sachs, 816 East 8th Avenue, voiced concerns about the zoning changes. She was opposed to Ordinance No. 50-24.

Mayor Cleveland closed the Quasi-Judicial Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 50-24, as submitted. Vice Mayor Perrine seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner McGuirk voting no.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 51 -24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone approximately 1,618 acres of land located south of State Road 44 and west of I-95, known as the Deering Park Innovation Center (DPIC), to Planned Unit Development (PUD) from the current zoning classifications of A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C).

Motion:
Commissioner Martin moved to continue the first reading to October 22, 2024. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

Vice Mayor Perrine commented about City Manager Resheidat. She shared that she would miss him. She reminded the public about the Thursday evening farewell party for City Manager Resheidat.

Commissioner Hartman thanked staff for their hard work regarding Venetian Bay parking issues. He commented on the stormwater issues. He commented on revisiting the moratorium in January and looked forward to the new data.

Commissioner Martin did not share a report.

Commissioner McGuirk commented on the auditing committee and appreciated the work they put into it.

Mayor Cleveland commented on parking enforcement. He commented on the elected officials offering their opinions prior to a quasi-judicial hearing.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

Motion:
Commissioner Martin moved to authorize the City Attorney's Office to proceed with filing an eviction regarding an airport tenant's failure to pay rent. Vice Mayor Perrine seconded the motion, and the motion carried unanimously.

15. ADJOURNMENT

As there is no further business to discuss, Mayor Cleveland adjourned the meeting at 9:57 PM.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE APPROVAL OF THE FARMER'S MARKET MEMORANDUM OF UNDERSTANDING RENEWAL FOR TWO YEARS, TO EXPIRE ON SEPTEMBER 30, 2026.

September 10, 2024

Background:

Section 504.02 of the City's Land Development Regulations details the specific regulations required for each zoning district within the City. These regulations include the types of uses permitted within each zoning district. Uses may either be permitted "by right," meaning that if the property is zoned for that use, no special approvals are required. Special exception uses require review by the Planning and Zoning Board and approval by the City Commission. Conditional uses may be approved by staff, provided that all of the listed conditions are met.

In 2008, the City Commission adopted Ordinance #69-08, which allowed farmers markets as a conditional use in the MU, B-5, and PUD zoning districts. The following conditions must be met in order for staff to approve the farmer's market:

1. The Development Services Director determines that adequate parking is available.

2. There is adequate space on-site to accommodate all vendors without utilizing public rights-of-way unless City Commission approval has been received to utilize the public rights-of-way.

3. Vendors shall not block pedestrian ways.

4. Products offered for sale shall be limited to the following:

- Fresh fruits and vegetables
- Herbs and spices
- Farmstead products including, but not limited to, cheese, meats, fish, poultry, eggs, baked goods, canned goods, honey, maple syrup and preserves
- Bedding plants, hanging and potted plants, and cut flowers
- Dried flowers or plants
- A maximum of 50% of the total area used for the market shall be allowed for handicrafts
- Flea market and yard sale items are prohibited
- Prepared food products
- Mobile food trucks (maximum of three)

5. The farmers' market organization must obtain a business tax receipt from Volusia County and from the City of New Smyrna Beach.

6. Each vendor operating within the farmers market must obtain a business tax receipt from Volusia County and the City of New Smyrna Beach.

7. Informational booths for 501 (c) 3 non-profit organizations shall be permitted.

If these conditions are met, and the applicant provides staff with a conceptual plan showing the general location of the vendor stalls on the site, staff may approve the conditional use.

Findings:

Currently, there are two approved farmers markets operating within the city, which

consist of the market on Sams Avenue on Saturday mornings, and the market located in the Norwood's restaurant parking lot on East 3rd Avenue.

The existing market on Sams Avenue in front of City Hall (hereinafter referred to as the New Smyrna Beach Farmers' Market) has been in operation for a number of years. They arrived in their location in 2012, when the Chamber of Commerce parking lot was closed due to building renovations. In addition to obtaining conditional use approval for the market and ensuring that all vendors have obtained a business tax receipt from both Volusia County and the City of New Smyrna Beach, the New Smyrna Beach Farmers' Market also entered into a Memorandum of Understanding (MOU) with the City for the continued use of Sams Avenue and the City restroom facilities. This agreement was initially approved by the City Commission in 2012 and renewed by the City Commission in subsequent years. The current MOU will expire on September 30, 2024. No changes other than the dates are proposed to the 2024-2026 MOU.

Staff Recommends the City Commission approve the renewal of the Memorandum of Understanding with the New Smyrna Beach Farmer's Market.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

MOU NSB Farmers Market 2024 - 2026.pdf
COI NSB Farmers Market.pdf
NSB Farmers Market BTR.pdf

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW SMYRNA BEACH. FLORIDA AND
NEW SMYRNA BEACH FARMERS' MARKET, LLC

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW SMYRNA BEACH, FLORIDA AND NEW SMYRNA BEACH FARMERS' MARKET, LLC (Hereinafter "MOU") in entered into this _____ day of _____, 2024, by and between the City of New Smyrna Beach, Florida, a municipal corporation of the State of Florida, 210 Sams Avenue, New Smyrna Beach, Florida, 32168 (hereinafter "CITY") and New Smyrna Farmers' Market, LLC, a Florida Limited Liability Corporation, 132 West Park Avenue, Unit 7, Edgewater, Florida, 32132 (hereinafter "FARMERS' MARKET").

RECITALS

WHEREAS, FARMERS' MARKET is a Florida limited liability corporation established to promote partnerships with local farmers, consumers, and organizations; to increase knowledge of sustainable food and farming issues, and to provide educational activities that enrich the community; and

WHEREAS, the CITY is desirous of promoting healthy and cost-efficient food alternatives for its residents; and

WHEREAS, the CITY and the FARMERS' MARKET have had an amicable and informal relationship for over twenty (20) years, and

WHEREAS, the city wishes to formalize this relationship with the FARMERS' MARKET; and

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to outline the relative responsibilities of the parties related to the operation of the FARMERS' MARKET on city-owned and/or maintained property.

NOW, THEREFORE, CITY AND FARMERS' MARKET hereby agree as follows:

1. FARMERS' MARKET shall be responsible for the following:

    a. Set-up, break-down and clean-up following the close of each market.
    b. Closure of Sams Avenue on each market day, FARMERS' MARKET shall be allowed to close Sams Avenue between Washington Street and Julia Street between 10:00 P.M. Friday evening and 3:00 P.M. Saturday afternoon.
    c. FARMERS' MARKET shall temporarily be allowed to place signs as follows:

1. There shall not be a limit to the number of signs placed on-site at the FARMERS' MARKET.
2. No balloon, banner, pennant, or other prohibited signage device may be attached to a FARMERS' MARKET sign.
3. A sign plan, showing the location and size of all proposed signs, shall be provided to the City Planning Department and Code Compliance Department, and shall be incorporated as an exhibit to the MOU.

d. FARMERS' MARKET shall be allowed to place "No Parking Overnight, please" signs in Old Fort Park. Such parking signs may be placed no earlier than 5:00 P.M. on the Friday before the market and must be removed no later than 3:00 P.M. on the Saturday of the market.
e. FARMERS' MARKET shall pay the CITY $25.00 per month for electricity to the market. Alternatively, vendors may use generators to provide power to their booths.
f. FARMERS' MARKET agrees to abide by all regulations regarding the conditional use permit that has been issued by the CITY.
g. FARMERS' MARKET agrees to maintain access to all handicapped accessible sidewalk ramps and shall not block, or otherwise hinder access to said ramps.
h. FARMERS' MARKET agrees to provide at least one temporary handicapped accessible parking space in the parking lot on the north side of City Hall. The handicapped accessible space shall be a minimum of twelve (12) feet in width and shall have a minimum eight (8') foot wide handicapped accessible aisle.
i. FARMERS' MARKET agrees to provide temporary handicapped accessible port-o-lets, if required by the Chief Building Official.
j. FARMERS' MARKET expressly agrees to follow the provisions of City Ordinance No. 17-19 and will refrain from using and distribution polystyrene or polypropylene food service articles and plastic straws, as well as forbid any vendors or subsidiaries with whom FARMERS' MARKET contracts to use or distribute such, at the subject premises during the duration of this MOU. Nothing in this MOU shall be construed to stop FARMERS' MARKET or its vendors or subsidiaries from using alternative materials in their take-out containers and straws, provided they are not composed of the aforementioned and prohibited materials. Failure to comply with Ordinance No. 17-19 may be deemed a material default of the terms of this Memorandum of Understanding and constitutes grounds for termination by the city.
k. FARMERS' MARKET agrees and understands that the selection of vendors and the establishment of rules shall be done in a content-neutral manner, shall not discriminate based upon viewpoint, and that any restrictions on speech shall be limited to reasonable time, place, and manner rules. In the event litigation should arise as a result of any action by the FARMERS' MARKET in violation of this policy, the FARMERS' MARKET will indemnify the CITY for any and all costs associated in litigating such matters, including but not limited to attorney's fees, costs, and damages.

2. CITY shall be responsible for the following:

    a. CITY shall allow FARMERS' MARKET to utilize restroom facilities at the Community Redevelopment Agency (CRA) building. FARMERS' MARKET agrees to maintain the bathrooms, including bathroom cleaning and bathroom supplies.
    b. CITY shall provide an alternative location for the market during special events that require the use of Sams Avenue, if needed.

3. Additional Considerations:

CITY and FARMERS' MARKET shall each be responsible for their respective advertising, except as specified above.

4. Term:

The term of this Memorandum of Understanding (MOU) shall be from the date of the signing of this MOU until September 30, 2026. Such term shall not be automatically renewed. Prior to expiration of the term of this MOU, both parties shall review and evaluate the provisions of the MOU to determine what, if any changes should be made.

5. Indemnification:

FARMERS' MARKET shall provide proof of liability insurance to the CITY. Such insurance shall name the CITY as an additional insured and shall have a contractual liability endorsement. FARMERS' MARKET agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of FARMERS' MARKET in the performance of obligations under this MOU, to the extent that FARMERS' MARKET is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between FARMERS' MARKET and CITY.

6. CITY's Representative:

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner to avoid unreasonable delays.

7. FARMERS' MARKET Representative

FARMERS' MARKET shall designate a representative authorized to act on behalf of FARMERS' MARKET. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner to avoid unreasonable delays.

8. Modification and Assignability of MOU:

This MOU contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This MOU may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. FARMERS' MARKET may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of the CITY. Any such consultant, subcontractor or assignee shall be bound by all the terms and conditions of this MOU is as named specifically herein.

NEW SMYRNA BEACH FARMERS' MARKET, LLC, a Florida Limited Liability Corporation

WITNESSES:

Witness 1

Patricia C. Huffman
Print name of Witness 1

Witness 2

Phil Nunziata
Print name of Witness 2

By: _____

Its: manager
Title

Date: 8-22-24

STATE OF FLORIDA
COUNTY OF VOLUSIA

This foregoing instrument was acknowledged before me this 22nd day of ~~September~~ August 2024 by Ingrid Reilly, as Manager of new Smyrna Farmers' Market, LLC, a Florida Limited Liability Corporation. She/He is personally known to me and did not take an oath:

Notary Public State of Florida
Kelly McQuillen
My Commission HH 506322
Expires 4/12/2028

Notary Public State of Florida
Type or Print Name: KellyMcQuillen
Commission Number: HH 506322
My Commission Expires: 4/12/2028

APPROVED AS TO FORM AND CORRECTNESS:

_____
Carrie Avallone, City Attorney

DONE and ORDERED by the City Commission of New Smyrna Beach, Florida this _____ day of 2024.

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida Municipal Corporation

WITNESSES:

By: _____
Fred E. Cleveland

_____
Witness 1

Its: _____
Mayor

_____
Print name of Witness 1

Attest:

_____
Witness 2

By: _____
Kelly McQuillen, City Clerk

_____
Print name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

This foregoing instrument was acknowledged before me this _____ day of September 2024 by Fred E. Cleveland and Kelly McQuillen, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

Notary Public State of Florida
Type or Print Name: _____
Commission Number: _____
My Commission Expires: _____

12-0306-00
WORLD INSURANCE ASSOCIATES LLC
4650 S HOPKINS AVE
TITUSVILLE FL 32780-6666

00000836

Agency phone: 321-383-4554

05-29-2024

Auto-Owners INSURANCE
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Southern-Owners Insurance Company

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ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Phone
1-800-288-8740

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

NEW SMYRNA FARMERS MARKET LLC
132 W PARK AVE STE 7
EDGEWATER FL 32132-1719

RE: Policy 072382-72697524-24 Billing Account 009569669

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

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How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Florida

POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Lakeland Regional Office for information and assistance by calling 863-687-4505.

Auto-Owners Insurance Company
Owners Insurance Company
Southern-Owners Insurance Company

Southern-Owners

Issued 05-29-2024

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WORLD INSURANCE ASSOCIATES LLC
12-0306-00 MKT TERR 114 321-383-4554

Renewal Effective 07-11-2024

POLICY NUMBER 072382-72697524-24

Company Use 72-23-FL-0707

INSURED NEW SMYRNA FARMERS MARKET LLC

ADDRESS 132 W PARK AVE STE 7

EDGEWATER FL 32132-1719

Company Bill

Policy Term
12:01 a.m. 07-11-2024 to 12:01 a.m. 07-11-2025

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Farmers Market

Entity: Limited Liab Corp

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	$113.00
MINIMUM PREMIUM ADJUSTMENT (GL)	$322.00
EMERGENCY FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT	$1.13
TOTAL	**$436.13**

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
55156 (07-12)

Countersigned By: WORLD INSURANCE ASSOCIATES LLC

Southern-Owners Ins. Co.

Issued 05-29-2024

AGENCY WORLD INSURANCE ASSOCIATES LLC
12-0306-00 MKT TERR 114

Company Bill

POLICY NUMBER 072382-72697524-24
72-23-FL-0707

INSURED NEW SMYRNA FARMERS MARKET LLC

Term 07-11-2024 to 07-11-2025

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	$300,000 Any One Premises
Medical Payments	$10,000 Any One Person
Limited Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59351 (01-15)	55146 (06-04)	IL0017 (11-85)	CG0220 (03-12)	IL0021 (07-02)
55881 (12-17)	CG2106 (05-14)	59325 (12-19)	CG0001 (04-13)	55513 (05-17)
55719 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	CG2026 (04-13)	65034 (06-22)	

Southern-Owners Ins. Co.

Issued 05-29-2024

AGENCY WORLD INSURANCE ASSOCIATES LLC
12-0306-00 MKT TERR 114

Company Bill

POLICY NUMBER 072382-72697524-24
72-23-FL-0707

INSURED NEW SMYRNA FARMERS MARKET LLC

Term 07-11-2024 to 07-11-2025

LOCATION 0001 - BUILDING 0001

Location: 211 Sams Ave, New Smyrna, FL 32168-7074

Territory: 006 **County:** Volusia

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.4% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Each 1 Included	Included
Markets - Open Air (Lessor's Risk Only) (For-Profit)	15123	Prem/Op Prod/Comp Op	Gross Sales $8,000 $8,000	Each 1000 6.462 1.368	$52.00 $11.00
Additional Interests	49950				
Designated Per/Organization L					
1. City Of New Smyrna		Prem/Op	Flat Charge		$25.00
		Prod/Comp Op	Flat Charge		$25.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
LOCATION 0001	**$113.00**

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF NEW SMYRNA BEACH/
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM and IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. The following definition applies:

   Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

   a. the Secretary of Homeland Security; and
   b. the Attorney General of the United States

   to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

   Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

   a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and

   b. **(1)** if the act of terrorism is:

      a) a violent act; or

      b) an act that is dangerous to human life, property or infrastructure; and

   (2) if the act is committed:

      a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or

      b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

   We shall not pay:

   a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.

   b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.



IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

City of New Smyrna Beach

214 Sams Ave
New Smyrna Beach, FL 32168
(386)410-2865

BUSINESS TAX RECEIPT

This Business Tax Receipt allows this Business to do work in the City of New Smyrna Beach

Business Name: NEW SMYRNA FARMERS MARKET LLC
DBA: NSB FARMERS MARKET

Business Location: 210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

Mailing Address: 818 E 20TH AVE C/O INGRID REILLY
NEW SMYRNA BEACH, FL 32169

Owner: INGRID REILLY

Number: 7397

Classification: Professional, Scientific, & Technical Services

Issued Date: 9/30/2024

Fees Paid: $105.00

Expiration Date: 9/30/2025

Business Activity: Miscellaneous
Description of Business: FARMERS MARKET MANAGER

TO BE POSTED IN A CONSPICUOUS PLACE

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

RESOLUTION NO. 56-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE ABSENCE OF THE VICE MAYOR DURING THE REGULAR CITY COMMISSION MEETING SCHEDULED FOR TUESDAY, SEPTEMBER 24, 2024.

September 10, 2024

Background:

Vice Mayor Valli Perrine is unable to attend the September 24, 2024 City Commission Regular Meeting. The City Clerk's Office is respectfully requesting that the City Commission approve her absence.

Findings:

Per the New Smyrna Beach Code of Ordinances, Chapter 2, Sec. 2-86, Board Member Absences, the City Clerk has determined that the request should be considered excused, as the request meets the requirements of the Code.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Ordinance No. 13-23 Chapter 2 Sec 2-86 Board Member Absences.pdf
Res 56-24 Excused Absence Vice Mayor Perrine 9.24.24.pdf

ORDINANCE NO. 13-23

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING ARTICLE III, SECTION 2-86, TO CLARIFY THE EXCUSAL PROCESS FOR CITY COMMISSIONER ABSENCES FROM MEETINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has requested an administrative text amendment to Section 2-86 of the City Code of Ordinances, to clarify the excusal process for city commissioner absences from meetings; and

WHEREAS, it is in the best interest of the City of New Smyrna Beach to establish a clear process related to the excusals; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend Section 2-86 of the City Code of Ordinances, as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Section 2-86, Automatic removal of appointed board members or commission members for failure to attend meeting; is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec 2-86. - ~~Automatic removal of appointed board members or commission members for failure to attend meetings~~ Board member absences.

(a) Any member appointed by the city commission to a board of the city that meets monthly who misses more than four regular meetings in a calendar year of the board without excuse shall be automatically removed from that board.

(b) Any member appointed by the city commission to a board of the city that meets quarterly who misses more than two regular meetings in a calendar year of the board without excuse shall be automatically removed from that board.

(c) The city clerk shall determine whether an appointed board member's absence is excused or unexcused and will only excuse absences due to illness, religious observance, or a planned vacations, and ~~so long as~~ notice is given to the clerk at least 24 hours in advance of the meeting, or if a family emergency~~ies~~ arises and notice is given as soon as possible.

(d) In the event a board member has failed to meet the minimum attendance requirements, the city clerk shall notify the city commission at its next regular meeting that the seat on the board has become vacant. Thereafter, the city commission shall fill the unexpired term of the vacant seat.

(e) At the time of a board member's appointment, the city clerk shall notify the appointee in writing of the provisions of this section.

(f) The city commission shall vote to excuse a city commissioner's absence at any regular city commission meeting from which the commissioner is absent if it is due to illness, religious observance, or a planned vacation, and notice is given to the clerk at least 24 hours in advance of the meeting, or if a family emergency arises and notice is given as soon as possible.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on February 28, 2023 in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carri Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/7/2023

Ordinance No. 13-23 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting on February 14, 2023, and read by title only. The Second Reading and Public Hearing of the proposed Ordinance would be conducted at the Regular Meeting on February 28, 2023.

Ordinance No. 13-23 was read by title only at the Regular Meeting held by the City Commission on February 28, 2023, Motion was made by Commissioner Martin, and seconded by Commissioner Perrine, that Ordinance No. 13-23 be adopted on second and final reading, the vote thereon being as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER LISA MARTIN	Yes
COMMISSIONER VALLIE PERRINE	Yes
VICE MAYOR RANDY HARTMAN	Absent

The City Clerk noted the passage of Ordinance No. 13-23 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity as required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

ORDINANCE NO. 13-23

RESOLUTION NO. 56-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH EXCUSING THE ABSENCE OF VICE MAYOR VALLI PERRINE AT THE SEPTEMBER 24, 2024 CITY COMMISSION REGULAR MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Vice Mayor Valli Perrine, has advised the City Commission of a scheduling conflict preventing her attendance at the September 24, 2024 regular meeting of the City Commission; and

WHEREAS, Section 2-86, City Code requires the City Commission to vote on whether a City Commissioner's absence is excused; and

WHEREAS, Vice Mayor Perrine has given adequate notice in advance of the city commission meeting scheduled on that date, qualifying the conflict as an excused absence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The City Commission finds that Vice Mayor Valli Perrine's absence at the City Commission meeting on September 24, 2024 at 6:30 p.m. is excused in accordance with Section 2-86, City Code.

SECTION 2: This resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/3/2024

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A CONTRACT AWARD TO TOPLINE RECREATION, INC. FOR RFP 23-24-CRA MARY AVENUE TOT LOT IMPROVEMENTS PROJECT.

September 10, 2024

Background:

The City of New Smyrna Beach initiated Request for Proposal (RFP) 23-24-CRA for improvements to the Mary Avenue Tot Lot, located at 505 Mary Avenue, aiming to enhance community recreational spaces for children aged 5-12 of all abilities. Released on June 19th, 2024, the RFP sought a qualified contractor to complete the project, with proposals due by July 29th. The city received three proposals from reputable firms: Advanced Recreation Concepts, Lanier DBA Korkat, and Topline Recreation, Inc. An evaluation committee comprising the Capital Projects Improvement Manager, Senior Civil Engineer, and Community Resource Coordinator thoroughly reviewed the proposals. Ultimately, two top firms: Korkat and Topline Recreation Inc. were selected to present their proposals, and the committee recommended awarding the contract to Topline Recreation, Inc., with a bid amount of $140,163.10. Topline Recreation, Inc. has been selected as the lowest responsive bidder, recognized as the most qualified firm that met all bidding requirements and aligns with the city's overall needs.
Staff recommends that the City Commission approve a contract award to Topline Recreation Inc. RFP 23-24-CRA Mary Avenue Tot Lot Improvements Project.

Fiscal Analysis:

This is a federally funded project in the amount of $129,672 for FY 23/24. This is a reimbursement grant. The County of Volusia is a direct recipient of the federal funds and will reimburse the city upon completion of the project (Project #24TLP). CRA has allocated up to $50,000 to support this project.

Strategic Plan Item:

No

Staff Report Created By: Irma Terry

Attachments:

RFP 23-24-CRA MARY AVENUE TOT LOT IMPROVEMENTS.pdf
Phase 1 Evaluation Tabulation.pdf
Phase 2 Evaluation Tabulation.pdf

TOPLINE PROPOSAL.pdf
RECOMMENDATION OF AWARD LETTER-MARY AVENUE TOT LOT (Signed).pdf
TOPLINE SIGNED CONTRACT.pdf
SUMMARY OF ACTION-08302024105150.pdf
ATP AND TRANSFER OF FUNDS-08302024113709.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 23-24-CRA

MARY AVENUE TOT LOT IMPROVEMENTS

RELEASE DATE: June 19, 2024
DEADLINE FOR QUESTIONS: July 15, 2024
RESPONSE DEADLINE: July 29, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/cityofnsb

City of New Smyrna Beach

RFP 23-24-CRA

Mary Avenue Tot Lot Improvements

I. Public Notice .....
II. Introduction .....
III. Scope of Services .....
IV. Minimum Qualifications .....
V. General Terms and Conditions.....
VI. Construction Terms and Conditions .....
VII. Submittal Requirements .....
VIII. Insurance Requirements .....
IX. Federal Conditions .....
X. Required Responses.....

Attachments:

A - Public Records
B - Draft Contract
C - Mary Avenue Park Improvements - 100% Plans (Final Rev 1 05.21.24)
D - Bench Specifications
E - Benches
F - Required City Forms - Notarized
G - Required City Forms - Non-Notarized
H - Required Forms - CDBG Documents
I - Reference Questionnaire

I. Public Notice

23-24-CRA

Mary Avenue Tot Lot Improvements

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified Contractors to provide playground equipment and installation services as listed in the City's specifications.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

The award of this contract will be contingent upon the concurrence of the City and funding partners. All required documents shall be completed and submitted through the City's eProcurement Portal.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Wednesday, June 19, 2024
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach shall accept sealed proposals for23-24-CRA Mary Avenue Tot Lot Improvementsfrom qualified Contractors licensed to do business in the State of Florida. The purpose of this Request for Proposal (RFP) is to replace the existing playground equipment for the Mary Tot Lot located at 505 Mary Avenue, New Smyrna Beach, Florida, 32168.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City shall not use any other factors or criteria in the evaluation of the proposals received. The successful proposer will hereinafter be referred to as the "Contractor".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 32,400. It is located off of Florida’s East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City’s fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna’s Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	June 19, 2024
Pre-Proposal Meeting (Non-Mandatory)	June 28, 2024, 10:00am 505 Mary Avenue, New Smyrna Beach, Florida, 32168
Deadline for Written Questions	July 15, 2024, 5:00pm
Proposal Submission Deadline	July 29, 2024, 5:00pm
Opening of Submittals	July 30, 2024, 9:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338 Phone Conference ID: 89 5557 424#
Evaluation Meeting	August 8, 2024, 9:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338 Phone Conference ID: 402 532 117#
Recommendation of award to City Commission	August 27, 2024

III. Scope of Services

III.A General Description

The City is requesting sealed proposals from qualified Contractors to provide playground equipment and installation services as listed herein.

The playground related to this project is located at 505 Mary Avenue, New Smyrna Beach, Florida, 32168. The existing playground structure is approximately twenty-three (23) years old. and is need of being updated. The playground defined area (playground borders in place) is approximately 3,600 SF.

This is a turn-key project with the awarded General Contractor being responsible for furnishing new playground equipment, possible shade structure, delivery of all equipment and installation of equipment. Services shall also include any required building permits, inspections, labor, site

prep and necessary materials for construction. Contractor shall furnish and install three (3) benches, see attached specifications of the bench preferred by the City.

The General Contractor will need to have a Structural Engineer sign and seal plans. Playground equipment to be signed and sealed by Professional Engineer hire by Contractor for Building Permit submittal.

Awarded Contractor is required to submit a building permit for approval prior to construction.

III.B Scope of Work

Provide and install a modern playground encompassing as much natural shade as possible. Shall include a primary color themed playground for children age's two (2) to twelve (12) years old. The new playground equipment design and layout should incorporate the latest in playground design philosophy and technology addressing the physical and creative needs of children of multiple ages.

The playground equipment setbacks and fall zone criteria are to be constructed per latest U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook.

The playground shall be accessible to all children and meet all current ADA compatibility requirements at a minimum, with ADA inclusive features possible within the funding amount. Project includes a 160 LF of rubberized pathway (minimum 36 inches wide, 6 inches thick, or accepted material meeting fall zone criteria for ADA accessible to playground equipment. Cross-slopes must not exceed 2% and running slopes (longitude) to not exceed 5% slopes per ADA. Total rubberized area 515 SF.

Project shall represent New Smyrna Beach with a new modern playground structure that fits in with its surroundings. Project resulting in a low maintenance and high durability is extremely important. Best practices include the following, but not limited to:

- Areas that allow for universally accessible capability
- Areas that include age-appropriate components
- Capture the history of the existing playground and surrounding area
- Playground structure to be placed within existing playground borders

III.C Existing Equipment

The awarded Contractor shall:

- Prep the area for installation of new equipment.
- Remove existing footers and replace with new.
- Install Silt Fence around Construction Limits, which is approximately 250 LF.
- Existing fence sections may be removed to access during construction.
- Replace and return removed fence to original condition.

- Provide three (3) benches, specifications are provided in the Attachment Section of this document.

City Staff shall:

- Remove the existing playground equipment including slides, and swing set.
- Shall remove the existing mulch and replace the mulch once the project has been completed by Contractor.
- Remove existing benches.
- Coordinate with awarded Contractor the necessary trimming of oak trees. Trimming of trees will be completed by the City.

III.D Desired Equipment

The City's vision for the new equipment includes, but not limited to:

- Swing set to include four (4) to six (6) swings. At least one swing being ADA compatible.
- Open slides for main playground equipment with minimum 10 play events
- Movement Inclusive equipment with Play Mat
- Shade over proposed equipment
  Note: Proposals may include a quick release shade canopy incorporated with the equipment for consideration. Minimal enclosed features (no enclosed slides)

III.E Types of Materials for Equipment

The material for the equipment and other areas of the playground should be selected with three primary considerations: Safety, Durability and Maintenance.

Materials selected should be as low maintenance as possible and suited to a saltwater environment. City prefers all new equipment be HDPE. Natural stained or painted wood is ***not*** acceptable.

Proposed materials should be "grippable" by all ages of children and be coated so that they do not become too hot in the exposure to the weather. Consideration should be given to materials that have more longevity given location's close proximity to river and ocean salt air.

- Powder Coated or PVC Coated aluminum or hot dipped galvanized steel.
- PVC or polyethylene sheets or pipes.
- Polyethylene ropes or other similar materials.
- GRFC molds for decks, climbing rocks, etc.

All bolts, nuts, washers, screws and other associated hardware used for playground assembly must be corrosion resistant stainless steel. All play decks shall have textured slip resistant surfaces.

There will be no "water play" type equipment installed on this playground; therefore, please do not include water play equipment in your proposal. Including water play equipment in your proposal could result in your proposal being rejected.

III.F Budget

The City has allocated $158,000 CRA and CDBG funds for this project which includes, but is not limited to the following:

- Building permit fees – reference current Fee Schedule at the City Building Department;
- Signed sealed documents as needed for Building Permit approval;
- Construction in compliance with U.S. Consumer Product Safety Commission as well as ASTM F2373, ADA guidelines and ASTM F1292 – Impact Attenuation;
- Site restoration including periphery area used for staging/storing of materials;
- Insurance per specifications as well as minimum three (3) year labor warranty; fifteen (15) year limited warranty on metal decks, pipes, rungs, rails and loops; twenty (20) year limited warranty on recycled plastic lumber components; and five (5) year limited warranty on nylon-covered cable net climbers and components.

III.G Notes and Requirements

A. There must be removal and cleanup of all debris and construction materials after the equipment is installed.

B. Any deviation from the terms of this RFP must be noted on these bidding documents and explanatory specifications attached to the proposal.

C. The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.

D. It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.

E. Any disturbed areas shall be sodded.

F. Construction site shall be returned to the condition it was in prior to construction starting. Contractor is responsible for repairing all damages to site.

G. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

H. Any excess dirt as a result of construction and/or installation is to be removed from the site. Removed dirt shall be properly disposed of according to federal, state, and local laws that may apply.

I. All site preparation is the responsibility of the contractor.

J. Must be a licensed contractor in Volusia County.

K. This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

L. Prior to construction, awarded Contractor must call 811 to locate existing Utilites.

III.H Additional Considerations

The playground area has electrical service available to it from the pavilion and restroom facility nearby. Water fountain(s) are available outside the restroom facility as well.

III.I Contract

It is the City's intent to enter into one agreement with one company to complete the project within one hundred twenty days.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

The City of New Smyrna Beach reserves the right to evaluate the proposals received and award the most responsive and responsible proposer as determined to be in the best interest of the City and their funding partners.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Assignment: The awarded Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to

execute such contract to any person, company or corporation without prior written consent of the City.

IV. Minimum Qualifications

IV.A Minimum Qualifications

The successful Firm/Contractor must:

- Be a successful and experienced playground design and construction firm.
- Experienced with similar projects for municipal governments.
- Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.
- Be currently certified, licensed and authorized to work in the State of Florida
- Active registration on Sams.gov
- Qualified staff capable of performing the required services.
- Insured and meeting insurance requirements applicable to perform the services.

Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the City are final.

IV.B Licenses and Certificates

Respondents are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

V. General Terms and Conditions

V.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

V.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

V.C Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

V.D Bond

The response to this solicitation shall be accompanied by a Security of no less than ten (10 %) percent of the amount of the submitted proposal. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their bid response.

The Security Bond shall be submitted in the form of a Bond in the amount of ten (10 %) percent of the total submitted Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the Security Bond shall be:

A. The Proposer shall enter into an agreement if awarded to the Proposer;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an Agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the solicitation process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, on Monday, July 29, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

V.E Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

V.F City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

V.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

V.H Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

V.I Contract

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Contract Term: Contract period of one hundred twenty days.

V.J Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

V.K Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

V.L Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that

might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

V.M Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

V.N Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

V.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

V.P Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Monday, July 15, 2024. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

V.Q Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

V.R Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental

entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

V.S Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

V.T Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

V.U Licenses

The respondent(s) are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A consultant is also required to have a business tax receipt.

If you have questions regarding required professional licenses and business tax receipt, contact the Building Department at (386) 410-2865.

V.V Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

V.W On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

V.X Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section II of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

V.Y Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

V.Z Pre-Proposal Meeting

A non-mandatory pre-proposal conference shall be held Friday, June 28, 2024 commencing promptly at 10:00 am, and shall be held in the 505 Mary Avenue, New Smyrna Beach, Florida, 32168, followed by mandatory site visit, which shall be held at 505 Mary Avenue, New Smyrna Beach, Florida, 32168. This will be the only opportunity to tour these facilities in connection with this solicitation.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the solicitation with all prospective proposers having an equal opportunity to hear and participate. Oral questions shall receive oral responses, neither of which shall be official, nor become part of the solicitation. Only written responses to written questions shall be considered official and shall be included as part of the solicitation through the Question/Answer tab on OpenGov.

The City shall not be responsible for additional compensation if the respondent does not acquaint themselves with all the available conditions and information nor shall it relieve the respondent from any responsibility for properly performing the work.

The City may choose to call for additional pre-proposal site visit(s) if, in the sole judgment of the City, there is a need for such site visit(s) in order to promote competition.

This pre-proposal conference is denoted as "mandatory," so prospective proposers must be present in order to submit a proposal response.

V.AA Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

V.BB Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

V.CC Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

V.DD Proposal Due Date

Submittals shall be received prior to 5:00 pm on Monday, July 29, 2024. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

V.EE Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

V.FF Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

V.GG Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

V.HH Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

V.II Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

V.JJ Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

V.KK State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

V.LL Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of

the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

V.MM Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

V.NN Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

VI. Construction Terms and Conditions

VI.A Clean-up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The

Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

VI.B Conditions of Work

Each proposer shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful proposer of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but proposers must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the propose or which may, in the Contractor's opinion, be impossible to comply with, the proposer is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The proposer, by and through the submission of this bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VI.C Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

Prior to construction, awarded Contractor must call 811 to locate existing Utilites.

VI.D Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VI.E Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VI.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall

be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VI.G Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VI.H Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner’s interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of “notice”, referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. *NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.* The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or

damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VI.I Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VI.J Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VI.K Safety and Health Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VI.L Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VI.M Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VI.N Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford

other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VI.O Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE HUNDRED ($100.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VI.P Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within one hundred twenty (120) DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VI.Q Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VI.R Liquidated Damages

The bidder further agrees to pay, as liquidated damages, the sum of ONE HUNDRED ($100.00) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

VI.S Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VI.T Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VI.U Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without

nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII. Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VII.A Evaluation Committee and Evaluation Factors

An evaluation committee shall independently review and score each proposal. Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Qualifications and Experience	20
Project Approach and Management	20
Proposed Equipment and Configuration	15
Deliverable Timeline	15
Warranty	10
Fee Proposal	15
References	5
Total	100

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

VII.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VII.C Introduction and Management Summary

At a minimum shall include:

An introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications as to why they shall be recommend the award of contract for this project.

Management summary shall be signed by a corporate officer or principal, or an authorized representative authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

- Cover page representing the company that is submitting a proposal.
- A brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline.

VII.D Experience and Qualifications

At a minimum shall include:

A. Provide background of your firm including number of years in business, number of personnel, and other pertinent information.

B. Provide documentation related to the success and experience in playground design and installation

C. Number of years in business in the State of Florida.

D. Provide license to work in the State of Florida

E. Provide Sunbiz Registration

F. Provide active registration for Sams.gov

G. List of individuals who shall have the lead in administering the contract. List name, title or position, and specific duties.

H. State whether your firm is local, national, or international in size. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.

I. Provide examples of your performance of other similar contracts. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of your company's actions or inactions.

J. Prior failure (if any) to perform awarded contract.

K. Within the past five years, if your company has been cited by any local, state, or federal agencies for violations involving safety procedures, describe the details and outcome, including the agency's name and contact number.

Include:

Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

Eligibility: Federal, State and Local licensing requirements shall apply.

VII.E Project Approach and Management

At a minimum shall include:

State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

A. Approach to be taken with working with the City of New Smyrna Beach

B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

D. Examples of reports that would typically be made available to the City, if applicable

E. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

F. Discuss why your firm is a fit for the City and why your firm should be selected.

VII.F Proposed Equipment and Configuration

At a minimum include the following:

A. Specifications sheets, photographs/images and a diagram of all of the equipment configuration that is being recommended for this project.

B. Overall play value of the proposed equipment, with emphasis on the variety and type of playground components.

C. Overall aesthetic value of the playground layout.

D. Durability and quality of equipment, including reputation and experience of the company manufacturing the equipment, experience of vendor and/or subcontractor (if used) in the construction of similar playground areas.

VII.G Deliverable Timeline

Provide a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

All materials are to be delivered F.O.B.; City of New Smyrna Beach designated facility. Tentative delivery dates pertaining to this project must be clearly stated in the proposal.

VII.H Warranty

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

VII.I Fees Proposal

Submittals shall include a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

Any work performed by the Contractor without approval by the City is performed at the Contractor's own election. Compensation to the Contractor for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

VII.J References

Provide a list of five (5) previous customers during the past five (5) years for all work of similar size and scope. List shall include services rendered in the State of Florida, particularly within municipalities for which proposer has performed (or is currently performing) work similar in nature as described herein. The services provided to these clients should have characteristics as similar as possible to those requested in this document. A Reference Form has been provided in the Attachment Section of this Document.

Information provided for each client shall include the following:

A. Client name, address, and current telephone number.

B. Description of services provided.

C. Time period of the project or contract.

D. Client's contact reference name, email and current telephone number.

Failure to provide complete, accurate, and current client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria.

In addition to the completed Reference Form, Proposer's shall provide each reference listed a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm, Monday, July 29, 2024, with 23-24-CRA Mary Avenue Tot Lot Improvements in the subject line of the email.

Note: The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VII.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VII.L City Required Forms

Upload as one (1) PDF document completed City Forms provided in the Attachment Section of this document. Includes, notarized, non-notarized, and signed addendums.

VII.M Complete Copy of Submittal

Upload as one (1) PDF document a combined proposal to include: A cover page, the above evaluation criteria in the order as listed, required City, and signed addendums (if applicable).

Proposal must be in a professional format and signed by an authorized officer of your organization.

VII.N Florida Division of Corporations/Sunbiz

Provide evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.

VII.O Sams.Gov

Provide evidence of active status on Sams.Gov.

VIII. Insurance Requirements

VIII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
    1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
    2. $500,000 Each Accident
    3. $500,000 Disease Each Employee
    4. $500,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:
    1. $1,000,000 Bodily Injury & Property Damage-each occurrence
    2. $2,000,000 Personal & Advertising Injury-each occurrence
    3. $2,000,000 General Aggregate

4. $2,000,000 Products/Completed Operations Aggregates limit
5. $ 5,000 Medical Payments
6. $ 100,000 Fire Damage Legal Liability
7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the consultant maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

VIII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

IX. Federal Conditions

Required for Federally Funded Projects. Will apply if services are requested and rendered for a disaster related project. If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between CITY and the Florida Division of Emergency Management (Division).

IX.A Access to Records

The following access to records requirements apply to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

IX.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

IX.C Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

IX.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IX.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IX.G Davis Bacon Act

Davis Bacon Act as amended (40 U.S.C. §§3141-3148) when required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the Federal

awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX.H Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

IX.I Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth

in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

    6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

IX.J E-Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United

States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IX.K Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Attachments.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IX.L Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

IX.M No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

IX.N Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX.O Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part

401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

X. Required Responses

X.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

X.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.C Title of Position and Company Name*

Please provide the name and the title of the Prime Proposer for the organization.

*Response required

X.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the

consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

X.F Professional Services Agreement*

Proposer acknowledges, that the selected Proposer shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

X.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

X.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 23-24-CRA - Mary Avenue Tot Lot Improvements

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent’s firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

X.J Introduction and Management Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Management Summary.

*Response required

X.K Qualifications and Experience*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications.

*Response required

X.L Project Approach & Management *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

X.M Deliverable Timeline *

Upload documents to include a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

*Response required

X.N Warranty *

Upload documents pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

*Response required

X.O Fee Proposal *

Upload a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

*Response required

X.P References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

Form is provided in the Attachment Section of this document.

*Response required

X.Q Reference Questionnaire *

Confirm list of references were provided with the City Reference Questionnaire provided in the Attachment Section of this document.

☐ Please confirm
*Response required

X.R Financial Stability *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

X.S Sams.Gov*

Upload evidence of active status on Sams.Gov.

*Response required

X.T Sunbiz*

Provide "Active" status for Sunbiz

*Response required

X.U Additional Submission Prior to Preconstruction Meeting *

If chosen as the contractor, you hereby acknowledge, the following items are required to be submitted to the City of New Smyrna Beach at or before the preconstruction meeting by the Prime Contractor and Subcontractors:

A. Minority and Women Business Reporting Form

B. Section 3 Business Concern Certification

C. Section 3 Project Workforce

D. Section 3 Certification

E. Above forms are provided in the Attachment Section of this document

- Please review all supplemental conditions for federally assisted projects under the attachments category.

☐ Please confirm
*Response required

X.V City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) combined PDF document completed City required forms provided in the Attachment Section of this solicitation, including signed Addendums.

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)
- Section 3 Business Concern Certification Form (provided in the CDBG document packet in the Attachment Section of this document)

*Response required

X.W Complete Copy of Submittal*

Upload as one (1) PDF document a combined proposal to include: A cover page, the above evaluation criteria in the order as listed, required City, and signed addendums (if applicable).

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2024, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **____ _____ __** Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation RFP 23-24-CRA, MARY TOT LOT IMPROVEMENTS.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

RFP 23-24-CRA, MARY TOT LOT IMPROVEMENTS
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

Contractor's Initials: _____

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **NINETY (90)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED DOLLARS ($100)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance

Contractor's Initials: _____

- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE IV: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

Contractor's Initials: _____

DRAFT

and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2024 under Agenda Item No._____.

DRAFT

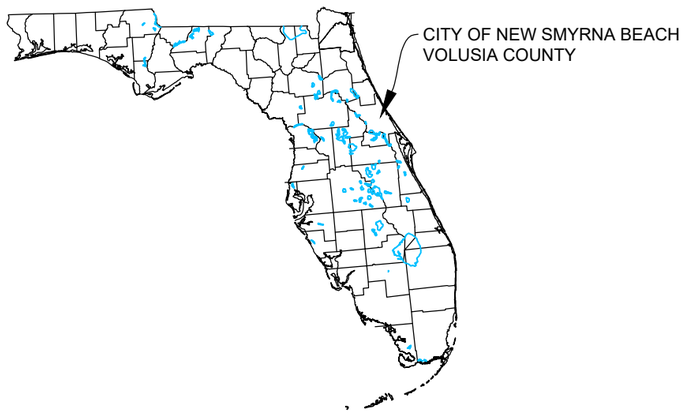
CONSTRUCTION DRAWINGS

CITY OF NEW SMYRNA BEACH
MARY AVENUE PARK IMPROVEMENTS

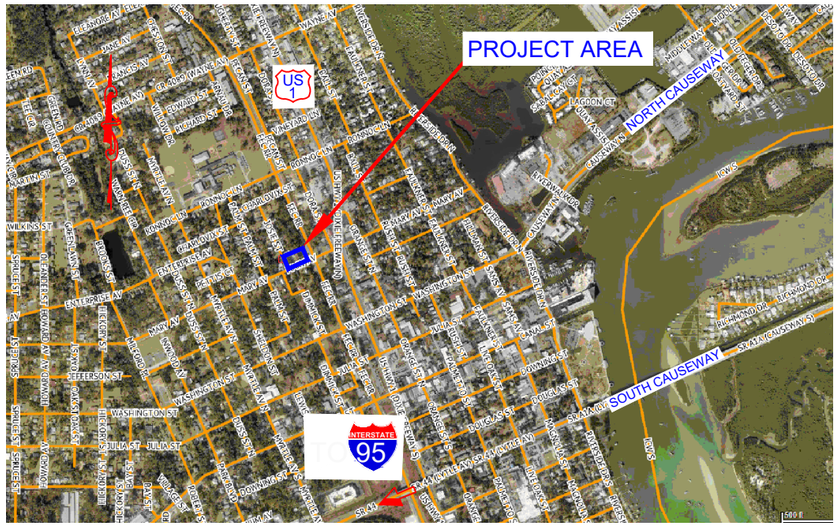
MAY 2024

100% PLANS

FLORIDA



PROJECT LOCATION MAP
SECTION 41, TOWNSHIP 17S, RANGE 34E



CIVIL ENGINEER:

CITY OF NEW SMYRNA BEACH
214 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168
Phone: 386-410-2814
E-mail: thuynh@cityofnsb.com

Contact: TUAN HUYNH, P.E.

SURVEYOR:
CORY SURVEYING, INC.
300 CANAL ST.
NEW SMYRNA BEACH, FL

Phone: 386-427-9575
E-mail: JEFF@CORYSURVEYOR.COM

Contact: JEFF CORY, P.S.M.

UTILITY INFORMATION:

SANITARY SEWER, POTABLE WATER, & ELECTRIC -
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
200 CANAL STREET
NEW SMYRNA BEACH, FL 32168
Phone: 386-427-1361
E-mail: kho@cityofnsb.com

Contact: KENNY HO, P.E.

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

FLOOD DATA:
PROJECT IS LOCATED IN FLOOD ZONE "X"
PER FEMA FIRM MAP # 12127C0543J
EFFECTIVE DATE 9/29/2017

SOIL DATA:
PER THE SOIL SURVEY OF VOLUSIA COUNTY, SOIL DATA IS CLASSIFIED AS URBAN LAND (DISTURBED AND NO NATURAL CONDITIONS). COCOA-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES, AND HYDROLOGIC SOIL GROUP (HSG) 'A' (WELL DRAIN SOIL).

811 Know what's **below.** **Call** before you dig.

DATE	REVISIONS	INIT

CITY COMMISSION

FRED CLEVELAND	MAYOR
VALLI PERRINE	VICE MAYOR / ZONE 1
LISA MARTIN	ZONE 2
JASON MCGUIRK	ZONE 3
RANDY HARTMAN	ZONE 4

MARY AVENUE PARK IMPROVEMENTS
INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	DEMOLITION PLAN
3	SITE LAYOUT PLAN
4	DETAILS SHEET
5	TOPOGRAPHIC SURVEY (BY OTHERS)

TITLE: MARY AVENUE PARK IMPROVEMENTS

NEW SMYRNA BEACH ENGINEERING DEPT.

Approved By :_____
Tuan K. Huynh , P.E. # 54035

DATE: 5/21/2024
DESIGNED BY: T.K.H.
CITY PROJECT CIP#
SHEET 1 OF 5

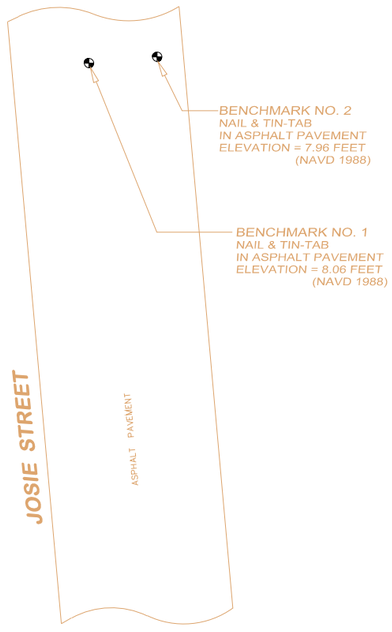
DRAWN BY: T.K.H.

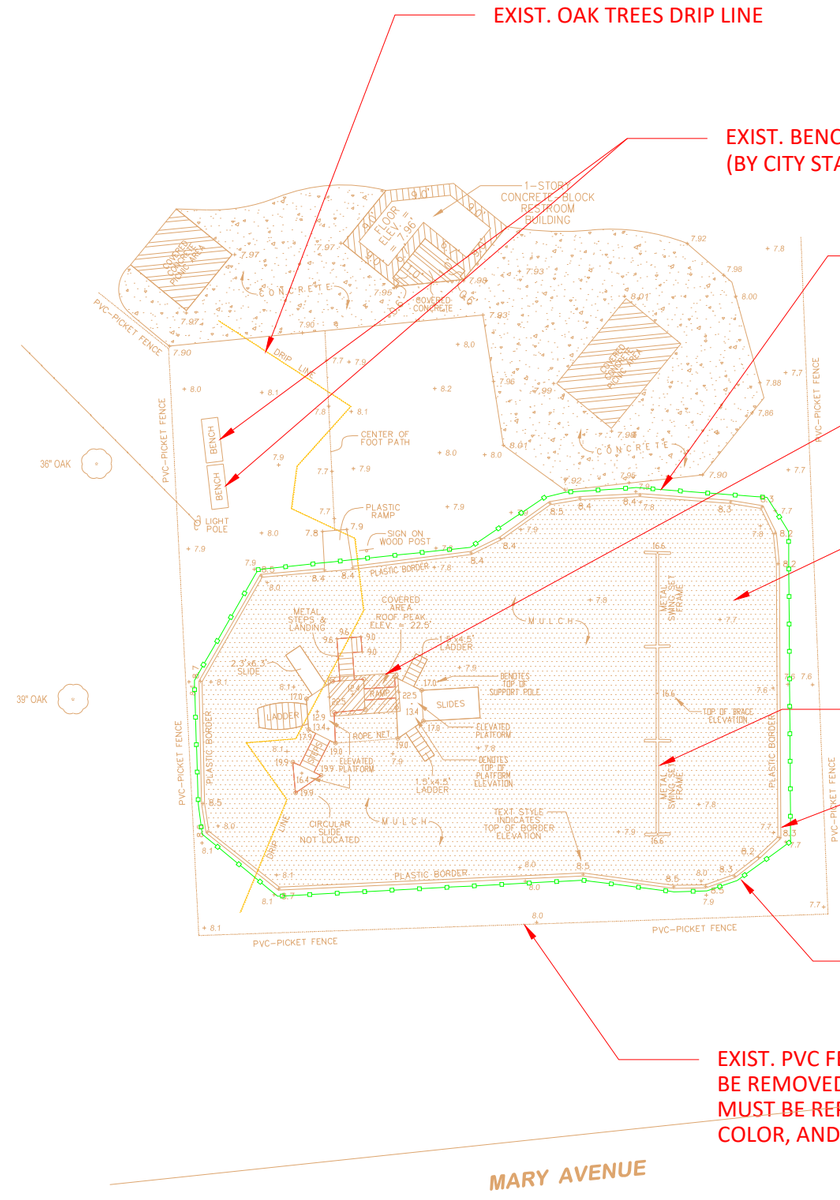
COVER SHEET

MARY AVENUE PARK IMPROVEMENTS

LOT 3 BLOCK "4"
DOUGHERTY SUBDIVISION
DEED BOOK L, PAGE 538

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 ft.





MARY AVENUE PARK IMPROVEMENTS

TITLE	MARY AVENUE PARK IMPROVEMENTS	NEW SMYRNA BEACH ENGINEERING DEPT.	DATE: 05/21/2024
		APPROVED BY:_____ TUAN K. HUYNH, P.E. # 54035	DRAWN BY: T.K.H.
			CITY PROJECT CIP# N/A
			SHEET 2 OF 5
			SCALE: 1" = 20'
			REVISED:
			DEMOLITION PLAN

L O T 3 B L O C K "4"
D O U G H E R T Y S U B D I V I S I O N
D E E D B O O K L, P A G E 5 3 8

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 ft.

PROPOSED BENCHES (TYPICAL OF 3)

EXIST. OAK TREES DRIP LINE (TYP.)

PROPOSED 160 LF OF RUBBERIZED PATHWAY (MIN. 36 INCHES WIDE X 6 INCHES THICK) OR ACCEPTED MATERIAL MEETING FALL ZONE CRITERIA FOR ADA ACCESSIBLE TO PLAYGROUND EQUIPMENT. CROSS-SLOPES MUST NOT EXCEED 2% AND RUNNING SLOPES (LONGITUDINAL) TO NOT EXCEED 5% SLOPES PER ADA.
TOTAL RUBBERIZED AREA = 515 SF

EXIST. 36" OAK TREE TO REMAIN

MATCH EXIST. GRADES 7.93 +/-

PROPOSED MAIN PLAYGROUND EQUIPMENT (DESIGNED BY OTHERS)
WITH SHADEPLAY MAX CANOPY
BURKE SYNERGY MODEL SY-3544
OR EQUIVALENT EQUIPMENT ACCEPTED BY THE CITY

PROPOSED TRIPLE BAY SWING SET (DESIGNED BY OTHERS)
WITH SHADEPLAY MAX CANOPY
BURKE MODEL # 208-1306
OR EQUIVALENT EQUIPMENT ACCEPTED BY THE CITY

BENCHMARK NO. 2
NAIL & TIN-TAB
IN ASPHALT PAVEMENT
ELEVATION = 7.96 FEET
(NAVD 1988)

BENCHMARK NO. 1
NAIL & TIN-TAB
IN ASPHALT PAVEMENT
ELEVATION = 8.06 FEET
(NAVD 1988)

EXIST. OAK TREES DRIP LINE (TYP.)
PRUNE TREES AS NEEDED TO ACCOMMODATE
PLAYGROUND EQUIPMENT HEIGHT

FALL ZONE LIMITS (DASHED LINES) FOR SWING STRUCTURE PER MANUFACTURE SPECIFICATIONS. SEE TABLE 2 ON THIS SHEET FOR ACCEPTABLE MATERIAL AND THICKNESS WITHIN FALL ZONE

PROPOSED MOVEMENT INCLUSIVE (DESIGNED BY OTHERS)
PLAY SET WITH 8' DIA. x 2" THICK ROUND PLAY MAT
AND SHADEPLAY MAX CANOPY
BURKE MODEL # 208-1240
OR EQUIVALENT EQUIPMENT ACCEPTED BY THE CITY

EXIST. 39" OAK TREE TO REMAIN

EXIST. OAK TREES DRIP LINE (TYP.)

DISTANCE BETWEEN STRUCTURES
MIN. 6 FT. SEPARATION (TYP.)

FALL ZONE LIMITS (DASHED LINES) FOR PLAYGROUND STRUCTURE PER MANUFACTURE SPECIFICATIONS. SEE TABLE 2 ON THIS SHEET FOR ACCEPTABLE MATERIAL AND THICKNESS WITHIN FALL ZONE

PROPOSED BENCHES (TYPICAL OF 3)

JOSIE STREET

ASPHALT PAVEMENT

MARY AVENUE

1-STORY CONCRETE-BLOCK RESTROOM BUILDING

ACCEPTED MATERIAL AND THICKNESS WITHIN FALL ZONE LIMITS:

Table 2. Minimum compressed loose-fill surfacing depths

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
6*		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood mulch (non-CCA)		7
9		Wood chips		10

* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.

SOURCE: U.S. Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety

NOTES:

1. ***PLAYGROUND EQUIPMENT SETBACKS AND FALL ZONE CRITERIA ARE TO BE CONSTRUCTED PER LATEST U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC) PUBLIC PLAYGROUND SAFETY HANDBOOK.***
2. ***BUILDING PERMIT APPROVAL REQUIRED PRIOR TO CONSTRUCTION.***
3. ***CONTRACTOR TO LOCATE EXISTING UTILITIES THROUGH SUNSHINE ONE CALL 811 PRIOR TO CONSTRUCTION.***
4. ***PLAYGROUND EQUIPMENT TO BE SIGNED & SEALED BY PROFESSIONAL ENGINEER HIRE BY CONTRACTOR FOR BUILDING PERMIT SUBMITTAL.***
5. ***EXIST. OAK TREES WITHIN DRIP LINES TO BE PRUNED FOR PLAYGROUND INSTALLATION.***
6. ***WOOD MULCH WITHIN PLAYGROUND BORDER AREA TO BE REMOVED AND REPLACED BY CITY STAFF.***

MARY AVENUE PARK IMPROVEMENTS

TITLE

MARY AVENUE PARK IMPROVEMENTS

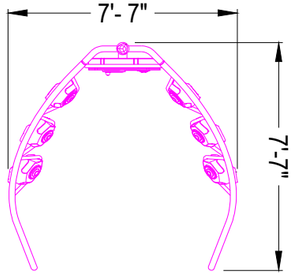
NEW SMYRNA BEACH ENGINEERING DEPT.

APPROVED BY:_____
TUAN K. HUYNH, P.E. # 54035

DATE: 05/21/2024 | SCALE: 1" = 20'
DRAWN BY: T.K.H. | REVISED:
CITY PROJECT CIP# N/A | SITE LAYOUT PLAN
SHEET 3 OF 5

Burke
PLAY THAT MOVES YOU.

BCI BURKE COMPANY, LLC
P.O. BOX 549, 660 VAN DYNE RD.
FOND DU LAC, WI 54936-0549
TOLL FREE: 1-800-356-2070
PHONE: (920) 921-9220
FAX: (920) 921-9566
www.bciburke.com



TOP VIEW

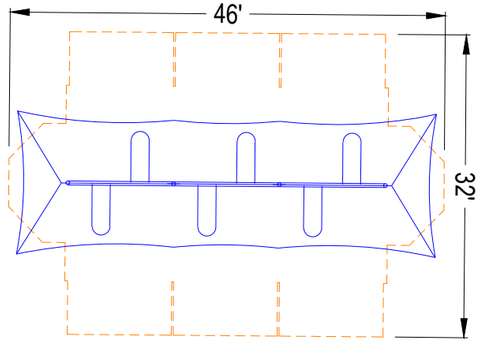
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER MARY TOT

PLAYGROUND GAMES
MOVMNT® INCLUSIVE

MARY TOT
REVISION DATE 05/21/2024
PROTECTED BY COPYRIGHT ©2023 CADDETAILS.COM LTD.
CADdetails.com

Burke
PLAY THAT MOVES YOU.

BCI BURKE COMPANY, LLC
P.O. BOX 549, 660 VAN DYNE RD.
FOND DU LAC, WI 54936-0549
TOLL FREE: 1-800-356-2070
PHONE: (920) 921-9220
FAX: (920) 921-9566
www.bciburke.com



TOP VIEW

SPECIFICATIONS
AREA: 1202 SQ. FT.
PERIMETER: 193 FT

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER MARY TOT

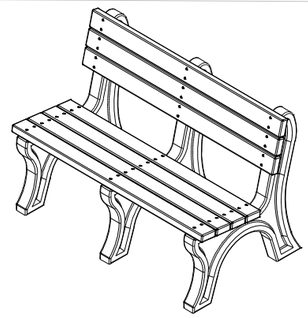
SWINGS
SWING SHADEPLAY® MAX TRIPLE BAY

MARY TOT
REVISION DATE 05/21/2024
PROTECTED BY COPYRIGHT ©2023 CADDETAILS.COM LTD.
CADdetails.com

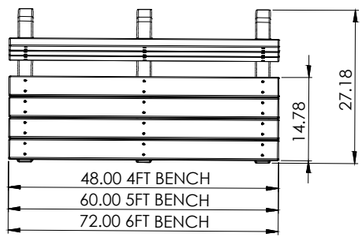
BENCH SPECIFICATIONS

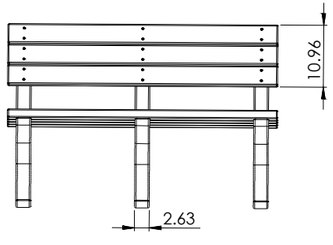
REV# 3
1/18/18

BC1115
BC1120
BC1125
BC1151
BC1152
BC1153
BC1155
BC1156
BC1157
BC1161
BC1162
BC1163

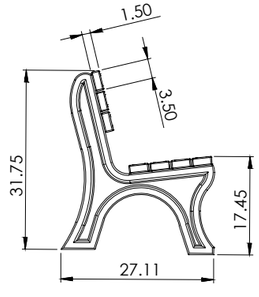


TOP





FRONT

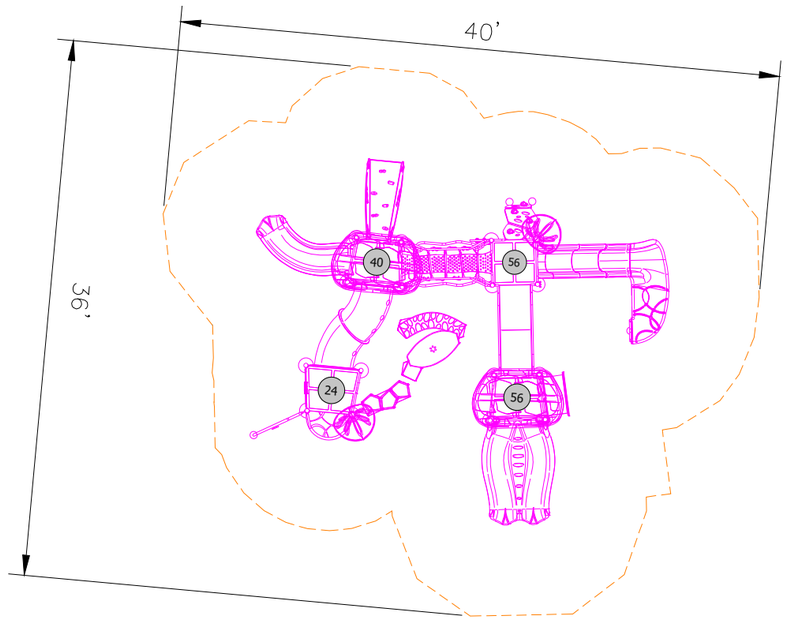


SIDE

CONSTRUCTION MATERIALS:
Recycled Plastic
HARDWARE:
Stainless Steel

ALL DIMENSIONS SHOWN IN INCHES

Burke
SERIES Synergy Basics
SY-3544
DRAWN BY: Tyler Hess
BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220
April 19, 2024
BCI Burke Company, LLC
SY-3544



SYNERGY SERIES PLAYGROUND
MODEL # SY-3544

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	15	
NUMBER OF ELEVATED PLAY EVENTS:	10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQ'D: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 4	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CONSUMER PRODUCTS SAFETY COMMISSION GUIDELINES.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA
1,019 SQ.FT.

PERIMETER
128 FT.

STRUCTURE SIZE
40' X 36'

STRUCTURE IS DESIGNED FOR CHILDREN AGE:

- ☐ 6-23 MONTH OLDS
- ☒ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CSPC guidelines

MARY AVENUE PARK IMPROVEMENTS

TITLE

MARY AVENUE PARK IMPROVEMENTS

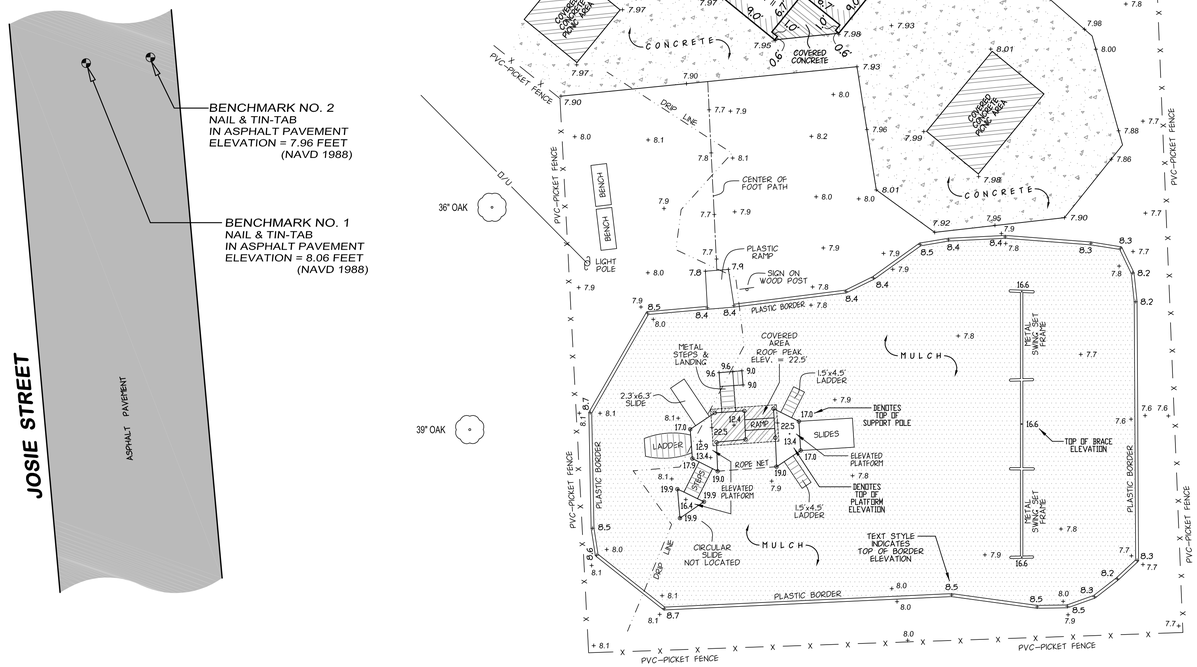
NEW SMYRNA BEACH ENGINEERING DEPT.

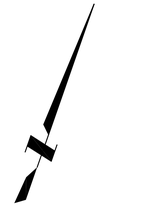
APPROVED BY:_____
TUAN K. HUYNH, P.E. # 54035

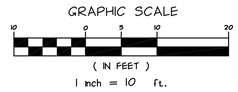
DATE: 05/21/2024
DRAWN BY: T.K.H.
CITY PROJECT CIP# N/A
SHEET 4 OF 5

SCALE: N.T.S.
REVISED:

SITE DETAILS







MARY AVENUE

PLAT OF TOPOGRAPHIC SURVEY OF

Portion of Lot 3, Block "4", Dougherty's New Smyrna, according to the plat thereof, as recorded in Deed Book "L", Page 538, of the Public Records of Volusia County, Florida

SURVEY REPORT:

1. Limits and scope of Topographic Survey identified by Tuan Huynh, P.E., City of New Smyrna Beach.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
5. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
6. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
7. Elevations indicated hereon are in feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument D-212, published elevation 10.93 feet.
8. Unless otherwise noted, the monumentation has no identification number or name.
9. Drawing distance between features and property line may be exaggerated for clarity.
10. Features shown by symbol as indicated are not to scale.
11. The intended topographic features located and shown on this survey are the spot elevations and selected trees.
12. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
13. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: CITY OF NEW SMYRNA BEACH

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
TOPOGRAPHIC SURVEY	02/12/2024	24-02-001	J.W.C.	J.W.C.	B.T.C.	J.W.C.
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB #7883 " UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- EMT = ELECTRICAL METAL TUBING
- FND = FOUND
- REC = RECOVERED
- N(Y) = NORTHING COORDINATE VALUE
- E(X) = EASTING COORDINATE VALUE
- LB = LICENSED BUSINESS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM (1988)
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY

△ = DELTA	(P) = PLAT	P.R.M. = PERMANENT REFERENCE MONUMENT	
R = RADIUS OR RANGE	(D) = DESCRIPTION	P.C.P. = PERMANENT CONTROL POINT	
L = ARC LENGTH	(M) = MEASURED		
C = CHORD	(C) = CALCULATED (CALC)	= POWER POLE	
CB = CHORD BEARING	(PR) = PRORATED	= GUY WIRE	
T = TANGENT OR TOWNSHIP	(G) = GRID	O/U = OVERHEAD UTILITIES	
(R) = RADIAL	O.R. = OFFICIAL RECORD BOOK	A/C = AIR CONDITIONER	
(NR) = NON-RADIAL	M.B. = MAP BOOK	CLF = CHAIN-LINK FENCE	
(NT) = NON-TANGENT	P.O.B. = POINT OF BEGINNING	BWF = BARBED WIRE FENCE	
PC = POINT OF CURVATURE OR PARTY CHIEF	P.O.C. = POINT OF COMMENCEMENT	AC. = ACRES	
PT = POINT OF TANGENCY	W = WATER METER	R/W = RIGHT-OF-WAY	
	T = TELECOMMUNICATIONS (TELE) RISER	℄ = CENTER LINE	
	F.F. = FINISHED FLOOR ELEVATION	= CONCRETE (CONC)	
	RCP = REINFORCED CONCRETE PIPE	S = CONCRETE STOOP	
	CMP = CORRUGATED METAL PIPE		
	CPP = CORRUGATED PLASTIC PIPE		
	+ 0.0 = EXISTING ELEVATION (ELEV)		

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X" (SHADED)

THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0543 J MAP REVISED 09/29/2017

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: CITY OF NEW SMYRNA BEACH

SCALE 1" = 10' **FILE #** 1012

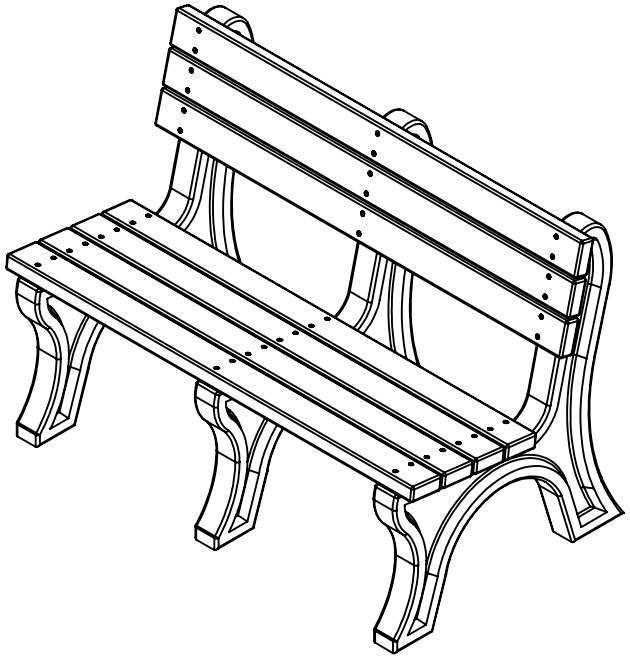
CAD FILE: 2402001

PART OF LOT 3, BLOCK "4"

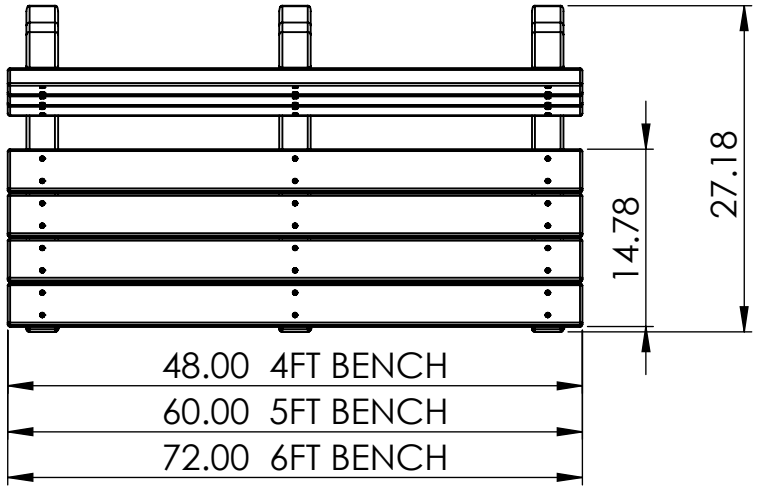
BENCH SPECIFICATIONS

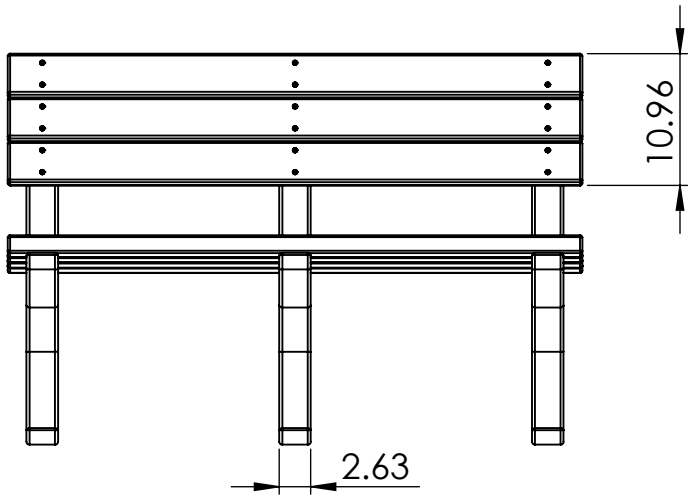
REV# 3
1/18/18

BC1115
BC1120
BC1125
BC1151
BC1152
BC1153
BC1155
BC1156
BC1157
BC1161
BC1162
BC1163

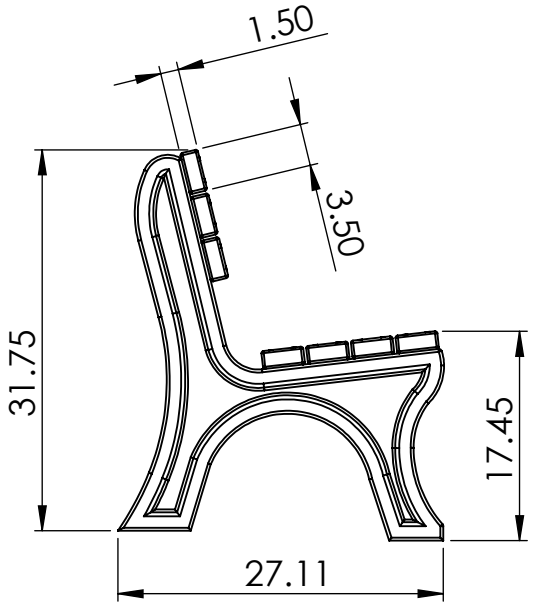


TOP





FRONT



SIDE

CONSTRUCTION MATERIALS:
Recycled Plastic
HARDWARE:
Stainless Steel

ALL DIMENSIONS SHOWN IN INCHES

City of New Smyrna Beach

****Does Not Include Shipping****

Model Number	Description	List Price	Discounted Price	Qty	Base Total Cost
ABC1620-TN	Providence Bench with Recycled Frames/ 4' Bench/ Desert Tan	$458.85	$402.13	25	$10,053.25
ABC1620-TN	Providence Bench with Recycled Frames/ 4' Bench/ Desert Tan	$458.85	$393.92	50	$19,696.00
ABC1620-TN	Providence Bench with Recycled Frames/ 4' Bench/ Desert Tan	$458.85	$378.47	75	$28,385.25
ABC1625-TN	Providence Bench with Recycled Frames/ 6' Bench/ Desert Tan	$498.85	$407.05	25	$10,176.25
ABC1625-TN	Providence Bench with Recycled Frames/ 6' Bench/ Desert Tan	$498.85	$398.66	50	$19,933.00
ABC1625-TN	Providence Bench with Recycled Frames/ 6' Bench/ Desert Tan	$498.85	$389.03	75	$29,177.25
ABC1465-TN/BK	Classic Benches/ 4' Bench/ Desert Tan/ Black Frame	$548.85	$481.74	25	$12,043.50
ABC1465-TN/BK	Classic Benches/ 4' Bench/ Desert Tan/ Black Frame	$548.85	$463.21	50	$23,160.50
ABC1465-TN/BK	Classic Benches/ 4' Bench/ Desert Tan/ Black Frame	$548.85	$458.80	75	$34,410.00
ABC1470-TN/BK	Classic Benches/ 6' Bench/ Desert Tan/ Black Frame	$648.85	$578.83	25	$14,470.75
ABC1470-TN/BK	Classic Benches/ 6' Bench/ Desert Tan/ Black Frame	$648.85	$568.51	50	$28,425.50
ABC1470-TN/BK	Classic Benches/ 6' Bench/ Desert Tan/ Black Frame	$648.85	$549.89	75	$41,241.75
ABC1115-TN/BK	Victory Park Bench/ 4' Bench/ Desert Tan/ Black Frame	$568.85	$498.37	25	$12,459.25
ABC1115-TN/BK	Victory Park Bench/ 4' Bench/ Desert Tan/ Black Frame	$568.85	$488.40	50	$24,420.00
ABC1115-TN/BK	Victory Park Bench/ 4' Bench/ Desert Tan/ Black Frame	$568.85	$467.82	75	$35,086.50
ABC1120-TN/BK	Victory Park Bench/ 5' Bench/ Desert Tan/ Black Frame	$628.85	$550.51	25	$13,762.75
ABC1120-TN/BK	Victory Park Bench/ 5' Bench/ Desert Tan/ Black Frame	$628.85	$528.92	50	$26,446.00
ABC1120-TN/BK	Victory Park Bench/ 5' Bench/ Desert Tan/ Black Frame	$628.85	$520.75	75	$39,056.25
ABC1125-TN/BK	Victory Park Bench/ 6' Bench/ Desert Tan/ Black Frame	$698.85	$598.53	25	$14,963.25
ABC1125-TN/BK	Victory Park Bench/ 6' Bench/ Desert Tan/ Black Frame	$698.85	$585.36	50	$29,268.00
ABC1125-TN/BK	Victory Park Bench/ 6' Bench/ Desert Tan/ Black Frame	$698.85	$562.85	75	$42,213.75

Providence Bench (4’ and 6’)



48"L x
9.5"W x
17.25"H



72"L x
9.5"W x
17.25"H

Traditional Bench (4’ and 6’)



48"L x
16.5"W x
17.5"H



72"L x
16.5"W x
17.5"H

Victory Park Bench (4', 5', and 6')



48"L x 15.5"W x 17"H



60"L x 15.5"W x 17"H



72"L x 15.5"W x 17"H

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 23-24-CRA, Mary Avenue Tot Lot Improvements.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2024.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions
Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. **Federal Labor Standards**

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. **Build America, Buy America (BABA) Act**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

5. **Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)**

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. **Lead- Based Paint Requirements- 24 CFR Part 35**

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. **Historic Preservation- 16 USC 470; 36 CFR Part 800**

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting

rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal

publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS | **U.S. Department of Housing And Urban Development** | HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false ..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractas the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 07/31/2024.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20240137 05/10/2024

Superseded General Decision Number: FL20230137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

1	03/29/2024
2	05/10/2024

* ENGI0673-013 05/01/2024

	Rates	Fringes
OPERATOR: Oiler	$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 24.71	14.60

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* SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER	$ 12.63 **	0.00
ELECTRICIAN	$ 16.71 **	3.51
FORM WORKER	$ 11.36 **	0.00
LABORER: Common or General	$ 9.03 **	0.81
LABORER: Landscape	$ 8.44 **	0.00
LABORER: Pipelayer	$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator	$ 13.12 **	2.58
OPERATOR: Bulldozer	$ 12.88 **	0.00
OPERATOR: Crane	$ 14.88 **	3.17
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Loader	$ 13.38 **	0.00

OPERATOR: Mechanic.....$ 13.83 ** 2.19

OPERATOR: Roller.....$ 10.50 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____ Signature: _____ Date: _____

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
    - A worker living within the service area of the project, as defined at § 75.5; or
    - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2023 AMI →
Maximum annual gross income for very low-income individual: $ 27,100
Maximum annual gross income for low-income individual: $ 43,350

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Information

What is Build America, Buy America (BABA)?

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

When does BABA apply to projects?

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

What is considered an infrastructure project?

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

Do all materials have to be manufactured in the United States?

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

Obligated Fiscal Year	Materials that must follow BABA
FY 2023/24	• Iron • Steel
FY 2024/25	• Non-ferrous metals • Lumber • Plastic- and polymer-based composite building materials, pipes, and tubes
FY 2025/26	• All other plastic- and polymer-based products • Glass • Fiber optic cable • Optical fiber • Engineered wood • Drywall

What information is required for BABA reporting?

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
    - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Pre-Certification

This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins. An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Will this material be purchased for the project?	Will the purchased material be produced in the United States?	Manufacturers *(List all planned to utilize)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Certification

This document must be completed and returned from the primary contactor following completion of all on-site work, prior to the final invoice submission. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Was this material purchase for the specified project?	Was the purchased material produced in the United States?	Manufacturers *(List all used)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

Attach supporting documentation (invoices, receipts, etc.) to verify the above information when this form is submitted.

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 23-24-CRA: MARY AVENUE TOT LOT IMPROVEMENTS

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Consultant/Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the Contractor's quality of work, did it meet or exceed your expectations?	
2	Rate how effective the Contractor communicated throughout the project process.	
3	Rate how well the contractor adhered to timelines and stay within budget.	
4	Rate how setbacks or unexpected challenges were managed by the contractor.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

The City of New Smyrna Beach will only accept this completed form from the above listed individual that is completing the survey. Please email this completed survey to: purchasing@cityofnsb.com prior to July 15, 2024 with RFP 23-24-CRA in the subject line.

Addendum 1
RFP 23-24-CRA: Mary Avenue Tot Lot Improvements
June 28, 2024

TO ALL PROPOSERS: Notice is hereby given to all Proposers that this is Addendum 1 to RFP 23-24-CRA: Mary Avenue Tot Lot Improvements**,** issued June 19, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment 1: Pre-bid Sign Sheet & Recording
Attachment 2: Agenda
Attachment 3: CDBG Requirements

Revisions: The following sections of the RFP document has been revised.

- Section 11 includes a draft construction contract. This replaces the professional services contract originally provided.
- Section VI has been revised to include the following terms and conditions.
  - Claims and Damages
  - Commencement of work
  - Effectiveness and Duration
  - Liquidated Damages
  - Off-Site Liability Coverage
  - Payments to the Contractor
  - Performance Bond, Material Bond and Warranty of Title
  - Safety and Health Regulations
  - Sanitary Regulations

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____ **1012**
Firm Name (Please Print)

RFP 23-24-CRA: Mary Avenue Tot Lot Improvements **ATTACHMENT 1**

Prebid/Site Visit: June 28, 2024 @ 10:00 A.M.

505 Mary Avenue, New Smyrna Beach, Florida 32168

Attendees

Name and Firm Represented	Mailing & Street Address	Telephone & Email Address
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Irma Terry, Resource Coordinator, City of New Smyrna Beach, CRA	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2680 iterry@cityofnsb.com
Alan Roig, Capital Projects Manager, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2613 aroig@cityofnsb.com
Tuan Huynh, Senior Civil Engineer, City of New Smyrna Beach T.H.	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2814 thuynh@cityofnsb.com
Eric Fenno Playworx / Little Tikes Commercial	1715 SW Village Circle Palm City, FL 34990	772-872-2970 eric@playworx.com
Josh Mesmer Playmore	10271 Deer Run Farms Rd. Ste 1 Fort Myers, FL 33966	239-839-4526 joshm@playmoreonline.com
Paul Bickham Advanced Recreational Concepts	3127 Skyway Cir Ste 101 Melbourne, FL 32934	InfoGa@cfbrida.com 321-514-3184
Steve Larson DRP / GameTime	49 Santelmo Ct St Augustine, FL 32095	steve1@gametime.com 904-325-4349
Mildred White	Resident	386-736-5955 CDBG@volusia.org
Alex Gaylon	121 W Rich Ave Deland, FL 32720	

Please Print

RFP 23-24-CRA: Mary Avenue Tot Lot Improvements

Prebid/Site Visit: June 28, 2024 @ 10:00 A.M.

505 Mary Avenue, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Debbie Lloyd Top Line Recreation	2922 Haviland Blvd. Deltona, FL.	407-579-1410 debbie@toplinerec.com

Please Print

City of New Smyrna Beach
RFP 25-24-CW: Mary Avenue Tot Lot Improvements
Non-Mandatory Pre-Bid/Site Visit
Agenda

Date: **June 28, 2024 @ 10:00AM**
Location: **505 Mary Avenue, New Smyrna Beach, Florida 32168**

- **Sign in & Introduction**.

General Description of Project: The playground related to this project is located at 505 Mary Avenue, New Smyrna Beach, Florida, 32168. The existing playground structure is approximately twenty-three (23) years old. and is need of being updated. The playground defined area (playground borders in place) is approximately 3,600 SF.

This is a turn-key project with the awarded General Contractor being responsible for furnishing new playground equipment, possible shade structure, delivery of all equipment and installation of equipment. Services shall also include any required building permits, inspections, labor, site prep and necessary materials for construction. Contractor shall furnish and install three (3) benches, see attached specifications of the bench preferred by the City.

The General Contractor will need to have a Structural Engineer sign and seal plans. Playground equipment to be signed and sealed by Professional Engineer hire by Contractor for Building Permit submittal.

Awarded Contractor is required to submit a building permit for approval prior to construction.

Scope of Services: Provide and install a modern playground encompassing as much natural shade as possible. Shall include a primary color themed playground for children age's two (2) to twelve (12) years old. The new playground equipment design and layout should incorporate the latest in playground design philosophy and technology addressing the physical and creative needs of children of multiple ages.

The playground equipment setbacks and fall zone criteria are to be constructed per latest U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook.

The playground shall be accessible to all children and meet all current ADA compatibility requirements at a minimum, with ADA inclusive features possible within the funding amount. Project includes a 160 LF of rubberized pathway (minimum 36 inches wide, 6 inches thick, or accepted material meeting fall zone criteria for ADA accessible to playground equipment. Cross-slopes must not exceed 2% and running slopes (longitude) to not exceed 5% slopes per ADA. Total rubberized area 515 SF.

Project shall represent New Smyrna Beach with a new modern playground structure that fits in with its surroundings. Project resulting in a low maintenance and high durability is extremely important. Best practices include the following, but not limited to:

- Areas that allow for universally accessible capability
- Areas that include age-appropriate components
- Capture the history of the existing playground and surrounding area
- Playground structure to be placed within existing playground borders

Existing Equipment: **The awarded Contractor shall:**

- Prep the area for installation of new equipment.
- Remove existing footers and replace with new.
- Install Silt Fence around Construction Limits, which is approximately 250 LF.
- Existing fence sections may be removed to access during construction.
- Replace and return removed fence to original condition.
- Provide three (3) benches, specifications are provided in the Attachment Section of this document.

City Staff shall:

- Remove the existing playground equipment including slides, and swing set.
- Shall remove the existing mulch and replace the mulch once the project has been completed by Contractor.
- Remove existing benches.
- Coordinate with awarded Contractor the necessary trimming of oak trees. Trimming of trees will be completed by the City.

Desired Equipment: The City's vision for the new equipment includes, but not limited to:

- Swing set to include four (4) to six (6) swings. At least one swing being ADA compatible.
- Open slides for main playground equipment with minimum 10 play events
- Movement Inclusive equipment with Play Mat
- Shade over proposed equipment

Note: Proposals may include a quick release shade canopy incorporated with the equipment for consideration. Minimal enclosed features (no enclosed slides)

Types of Materials for Equipment: The material for the equipment and other areas of the playground should be selected with three primary considerations: Safety, Durability and Maintenance.

Materials selected should be as low maintenance as possible and suited to a saltwater environment. City prefers all new equipment be HDPE. Natural stained or painted wood is not acceptable.

Proposed materials should be “grippable” by all ages of children and be coated so that they do not become too hot in the exposure to the weather. Consideration should be given to materials that have more longevity given location’s close proximity to river and ocean salt air.

- Powder Coated or PVC Coated aluminum or hot dipped galvanized steel.
- PVC or polyethylene sheets or pipes.
- Polyethylene ropes or other similar materials.
- GRFC molds for decks, climbing rocks, etc.

All bolts, nuts, washers, screws and other associated hardware used for playground assembly must be corrosion resistant stainless steel. All play decks shall have textured slip resistant surfaces.

There will be no “water play” type equipment installed on this playground; therefore, please do not include water play equipment in your proposal. Including water play equipment in your proposal could result in your proposal being rejected.

Budget: The City has allocated $158,000 CRA and CDBG funds for this project which includes, but is not limited to the following:

- Building permit fees – reference current Fee Schedule at the City Building Department;
- Signed sealed documents as needed for Building Permit approval;
- Construction in compliance with U.S. Consumer Product Safety Commission as well as ASTM F2373, ADA guidelines and ASTM F1292 – Impact Attenuation;
- Site restoration including periphery area used for staging/storing of materials;
- Insurance per specifications as well as minimum three (3) year labor warranty; fifteen (15) year limited warranty on metal decks, pipes, rungs, rails and loops; twenty (20) year limited warranty on recycled plastic lumber components; and five (5) year limited warranty on nylon-covered cable net climbers and components.

Notes and Requirements:

- There must be removal and cleanup of all debris and construction materials after the equipment is installed.
- Any deviation from the terms of this RFP must be noted on these bidding documents and explanatory specifications attached to the proposal.
- The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.
- It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.
- Any disturbed areas shall be sodded.
- Construction site shall be returned to the condition it was in prior to construction starting. Contractor is responsible for repairing all damages to site.
- In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.
- Any excess dirt as a result of construction and/or installation is to be removed from the site. Removed dirt shall be properly disposed of according to federal, state, and local laws that may apply.
- All site preparation is the responsibility of the contractor.
- Must be a licensed contractor in Volusia County.
- This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.
- Prior to construction, awarded Contractor must call 811 to locate existing Utilities.

Additional Considerations: The playground area has electrical service available to it from the pavilion and restroom facility nearby. Water fountain(s) are available outside the restroom facility as well.

Days of Completion: 120 Days. 90 Days Substantial. Final 30 Days thereafter

Addendum 1:

Section 11, Attachments updated with draft Construction Contract

Section VI. to be updated to include the below additional terms and conditions:

- Claims and Damages
- Commencement of work
- Effectiveness and Duration
- Liquidated Damages
- Off-Site Liability Coverage
- Payments to the Contractor
- Performance Bond, Material Bond and Warranty of Title
- Safety and Health Regulations
- Sanitary Regulations

Timeline Reminders:

Deadline for Written Questions:	July 15, 2024, 5:00pm
Proposal Submission Deadline:	July 29, 2024, 5:00pm
Opening of Submittals:	July 30, 2024, 9:00am
Evaluation Meeting:	August 8, 2024, 9:00am
Recommendation of award to City Commission:	August 27, 2024

Volusia County
FLORIDA

Pre-Bid Meeting - CDBG Requirements

1. There are additional requirements for CDBG funded projects including the adherence to certain labor standards and the completion and submittal of additional documentation including reporting forms and payroll reports
   - These requirements apply to the prime contractor **and** sub-contractors

2. Some of the labor standards and regulations are listed below and are not limited to:
   - *Davis-Bacon Act, Copeland "Anti-Kick Back" Act, Section 3, Build America, Buy America (BABA) Act, Environmental Compliance, Lead Based Paint Requirements, Historic Preservation, Energy Efficiency, Flood Disaster Protection, Special Equal Opportunity Provisions, Conflict of Interest, Utilization of Minority and Women-owned Businesses, Fair Housing Laws, Drug Free Workplace, etc.*

3. Prime contractor and all sub-contractors must be free of any debarment judgments
   - This will be verified through the federal System for Award Management (SAM) database

4. Reporting forms:
   a. The following reporting form should be submitted by the Prime contractor with bid submission:
      i. Section 3 Business Concern Certification
   b. The following reporting form may required from all sub-contractors no less than one week prior to a pre-construction meeting:
      i. Section 3 Business Concern Certification
   c. The following reporting forms are required from all contractors no less than one week prior to a pre-construction meeting:
      i. Section 3 Project Workforce
      ii. Section 3 Certification (as applicable)
      iii. Minority and Women Business
      iv. BABA Pre-Certification Form

5. Adherence to Davis-Bacon prevailing wage requirement and submission of certified payroll reports
   a. All laborers and mechanics working on CDBG funded projects are required to be paid at least the prevailing wage and any applicable fringe benefits for their work classification
   b. A Department of Labor Wage Determination is assigned to the project that is a listing of wage rates and fringe benefit rates for each work classification of laborers and mechanics
   c. Laborers and mechanics must be classified with a work classification from the wage determination assigned to the project
   d. Certified payroll reports will need to be submitted weekly
      i. Encourage use of WH347 Certified Payroll Form
   e. Site visits will be conducted by Volusia County staff to complete required employee interviews
   f. Wage determination and employee rights posters must be visibly posted on site

Addendum 2
RFP 23-24-CRA: Mary Avenue Tot Lot Improvements
July 22, 2024

TO ALL PROPOSERS: Notice is hereby given to all Proposers that this is Addendum 2 to RFP 23-24-CRA: Mary Avenue Tot Lot Improvements**,** issued June 19, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

1. **Question:** The RFP states, "Project includes a 160 LF of rubberized pathway (minimum 36 inches wide, 6 inches thick, or accepted material meeting fall zone criteria for ADA accessible to playground equipment. Cross-slopes must not exceed 2% and running slopes (longitude) to not exceed 5% slopes per ADA. Total rubberized area 515 SF." What surfacing does the city want under the swings and new playground structure? Does the city want PIP rubber surfacing or does the city want engineered wood fiber mulch with rubberized pathways?

   Answer: Engineered wood fiber mulch with rubberized pathway. Please see site plan sheet 3 of 5 table "Accepted Material and Thickness Within Fall Zone Limits" for additional information

2. **Question:** We understand the city is removing the existing mulch and will replace the mulch once installation is complete, but what about the existing plastic playground borders that hold the mulch in? If they're as old as that playground, I'd assume you would want those replaced, but it is a sizable line item, so I wanted to see if you wanted those included in the bid.

   Answer:

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 23-24-CRA

Mary Avenue Tot Lot Improvements

RESPONSE DEADLINE: July 29, 2024 at 5:00 pm

Thursday, August 8, 2024

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Advanced Recreational Concepts	Lanier Plans Inc. dba KorKat	TOP LINE RECREATION INC
Public Records	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass
Introduction and Management Summary	Pass	Pass	Pass
Qualifications and Experience	Pass	Pass	Pass
Project Approach & Management	Pass	Pass	Pass
Deliverable Timeline	Pass	Pass	Pass
Warranty	Pass	Pass	Pass

Question Title	Advanced Recreational Concepts	Lanier Plans Inc. dba KorKat	TOP LINE RECREATION INC
Fee Proposal	Pass	Pass	Pass
References	Pass	Pass	Pass
Reference Questionnaire	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass
Sams.Gov	Pass	Pass	Pass
Sunbiz	Pass	Pass	Pass
Additional Submission Prior to Preconstruction Meeting	Pass	Pass	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach and Management	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Proposed Equipment and Configuration	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeline	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Warranty	Points Based	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 *(5% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Lanier Plans Inc. dba KorKat	81.9	77.9	89.9	**83.18**
TOP LINE RECREATION INC	84	71	90	**81.67**
Advanced Recreational Concepts	88	66	75	**76.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)
Lanier Plans Inc. dba KorKat	18.3	18	13	12

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)
TOP LINE RECREATION INC	17.3	14.3	13	13.7
Advanced Recreational Concepts	16.7	13.7	12.3	10.3

Vendor	Warranty Points Based 10 Points (10%)	Fee Proposal Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Total Score (Max Score 100)
Lanier Plans Inc. dba KorKat	8.7	10.3	2.9	**83.18**
TOP LINE RECREATION INC	9	14.3	0	**81.67**
Advanced Recreational Concepts	8.7	12.7	2	**76.33**

INDIVIDUAL PROPOSAL SCORES

Advanced Recreational Concepts

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 17

Good experience staff. Could have listed more detail information and years of experience for the supporting staff.

Evaluator 2: 18

Over 20 years of experience in playground construction. Experienced in dealing with municipalities.

Evaluator 3: 15

ARC operates as a limited liability corporation (LLC) and is well-equipped with a capable workforce to complete its projects efficiently. The project and installation manager are the sole support staff that has extensive experience in the field.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 16

Provided simple four steps to complete the project.

Evaluator 2: 10

Needed more information about the project management approach.

Evaluator 3: 15

ARC's four-step project management plan exemplifies a structured approach, though the firm could benefit from further elaboration on their unique qualifications.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 15

Very Good site plan and equipment rendering for this project. Use project specific information to generate the concept plan.

Evaluator 2: 12

Meets proposed design and Configuration.

Evaluator 3: 10

ARC presented a proposal that appears to be durable and of high quality. The Playcraft system standards exceed industry expectations. However, the playground lacks a variety of play components that would appeal to a broader age group.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 13

Clear project schedule to purchase and install the playground equipment.

Evaluator 2: 8

20 weeks proposed time. 10-12 weeks on manufacturing.

Evaluator 3: 10

ARC presented the project timeline from design to installation, but their completion time extends beyond our goals.

Warranty | Points Based | 10 Points (10%)

Evaluator 1: 10

Very good. Provided Warranty for material and installation certification.

Evaluator 2: 8

Good warranty terms

Evaluator 3: 8

ARC provided warranties for the installer and the equipment

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

Provide detail cost breakdown summary - under $150,000. Included cost for the 515 SF of ADA rubberized pathways around the playground.

Evaluator 2: 8

Within budget. (147K)

Evaluator 3: 15

The contractor provided a comprehensive fee proposal that itemized all expenses related to the project

References | Points Based | 5 Points (5%)

Evaluator 1: 2

Reference responded with forms.

Evaluator 2: 2

Satisfactory references

Evaluator 3: 2

The Contractor provided references, but they were not submitted timely, and all references were from the same firm.

Lanier Plans Inc. dba KorKat

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 18

Very good team with experience . Owner has over 24 years of experience in playground design as designer/engineer. Support staff has over 130 years of experience total.

Evaluator 2: 17

Over 20 years experience

Evaluator 3: 20

Korkat and the team possess extensive expertise in designing, manufacturing, certifying, and installing playgrounds.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 18

Project approach explain the standard processes to complete the project.

Evaluator 2: 18

Highly detailed project management approach.

Evaluator 3: 18

Korkat has outlined a comprehensive management plan approach; however, the manufacturing time exceeds our goals.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 12

Show specific project equipment and rendering. Did not show entire ADA pathway.

Evaluator 2: 12

Design meets expectations.

Evaluator 3: 15

Korkat has presented a well- designed proposal that appeals to the age group and incorporates elements that are vibrant and inviting.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 12

The schedule for product and installation listed a lot of information on the equipment and options. Could have provided a simpler schedule with an overall project complete time.

Evaluator 2: 12

Delivery time within scope

Evaluator 3: 12

Korkat presented a detailed project timeline that, extends beyond the anticipated project completion date.

Warranty | Points Based | 10 Points (10%)

Evaluator 1: 9

Warranty information provided.

Evaluator 2: 7

Warranty is up to standards

Evaluator 3: 10

Korkat offers a lifetime warranty on steel and other products.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 10

Provide detail cost breakdown summary - under $150,000. But ADA rubberized path area on proposal was only 150 SF versus 515 SF shown on the RFP provided site plan. This could impact the overall cost proposal.

Evaluator 2: 9

Pricing is within budget 142K

Evaluator 3: 12

Korkat provided a comprehensive fee proposal that itemized all expenses related to the project, but I was unable to identify the standalone inclusive equipment.

References | Points Based | 5 Points (5%)

Evaluator 1: 2.9

Reference responded with forms.

Evaluator 2: 2.9

Satisfactory References

Evaluator 3: 2.9

Korkat submitted references, but did not submit timely.

TOP LINE RECREATION INC

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 17

Good experience staff with some over 20 years of experience in playground projects.

Evaluator 2: 15

Sufficient experience with 11 years in the playground business and experience with many municipalities

Evaluator 3: 20

Topline has 30 years extensive experience and training in playground construction.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 18

Good clear project approach with critical steps shown.

Evaluator 2: 10

Did not see a clear project management approach

Evaluator 3: 15

Top Line provided a step-by-step plan to manage the project, However, they could have provided key elements that set their approach apart from others.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 11

Show general product of the equipment mainly produced by Burke. While other proposals develop project specific concept plan and layout.

Evaluator 2: 13

Equipment and configuration meets the City's criteria

Evaluator 3: 15

Topline has delivered a set of designs that capture the essence of play value, engaging activities and events tailored to the target age group.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

Clear timeline to complete project. Provided very good project schedule summary.

Evaluator 2: 12

Deliverable time is more than satisfactory.

Evaluator 3: 15

Topline provided a timeline showing that the construction should be finished within the expected timeframe, which matches our requirements.

Warranty | Points Based | 10 Points (10%)

Evaluator 1: 9

Warranty information provided.

Evaluator 2: 8

Warranty is excellent.

Evaluator 3: 10

Topline presents a Burke Generations warranty that allows a 100-year limited warranty on playground products.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

Provide detail cost breakdown summary - under $150,000. Included cost for the 515 SF of ADA rubberized pathways around the playground.

Evaluator 2: 13

Price is very fair.

Evaluator 3: 15

Topline provided a comprehensive fee proposal that itemized all expenses related to the project

References | Points Based | 5 Points (5%)

Evaluator 1: 0

References did not submit the forms per Purchasing.

Evaluator 2: 0

No reference Submitted

Evaluator 3: 0

Topline failed to adhere to the protocol for reference submissions.

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 23-24-CRA

Mary Avenue Tot Lot Improvements

RESPONSE DEADLINE: July 29, 2024 at 5:00 pm

Report Generated: Thursday, August 15, 2024

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Lanier Plans Inc. dba KorKat	TOP LINE RECREATION INC
Public Records	Pass	Pass
Company Name and Address	Pass	Pass
Title of Position and Company Name	Pass	Pass
Employer Identification Number*	Pass	Pass
Proposer's Certification	Pass	Pass
Professional Services Agreement	Pass	Pass
Potential Conflict of Interest	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass
Introduction and Management Summary	Pass	Pass
Qualifications and Experience	Pass	Pass
Project Approach & Management	Pass	Pass
Deliverable Timeline	Pass	Pass
Warranty	Pass	Pass
Fee Proposal	Pass	Pass
References	Pass	Pass

Question Title	Lanier Plans Inc. dba KorKat	TOP LINE RECREATION INC
Reference Questionnaire	Pass	Pass
Financial Stability	Pass	Pass
Sams.Gov	Pass	Pass
Sunbiz	Pass	Pass
Additional Submission Prior to Preconstruction Meeting	Pass	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass
Complete Copy of Submittal	Pass	Pass

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
TUAN HUYNH	Senior Civil Engineer	Jul 30, 2024 9:13 AM
Alan Roig	Capital Projects Director	Jul 30, 2024 9:18 AM
Irma Terry	Community Resource Coordinator	Jul 30, 2024 9:24 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	20 *(21.1% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach and Management	Points Based	20 *(21.1% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Proposed Equipment and Configuration	Points Based	15 *(15.8% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeline	Points Based	15 *(15.8% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Warranty	Points Based	10 *(10.5% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	15 *(15.8% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	TUAN HUYNH	Alan Roig	Irma Terry	Total Score (Max Score 95)
TOP LINE RECREATION INC	92	83	93	**89.33**
Lanier Plans Inc. dba KorKat	88	81	88	**85.67**
Advanced Recreational Concepts Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 20 Points (21.1%)	Project Approach and Management Points Based 20 Points (21.1%)	Proposed Equipment and Configuration Points Based 15 Points (15.8%)	Deliverable Timeline Points Based 15 Points (15.8%)	Warranty Points Based 10 Points (10.5%)	Fee Proposal Points Based 15 Points (15.8%)	Total Score (Max Score 95)
TOP LINE RECREATION INC	18.7	17	14.7	14.7	9.7	14.7	**89.33**
Lanier Plans Inc. dba KorKat	19.3	17.7	11.7	14.7	9.3	13	**85.67**
Advanced Recreational Concepts Excluded	0	0	0	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

Lanier Plans Inc. dba KorKat

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 20

Very good team with experience . Owner has over 24 years of experience in playground design as designer/engineer. Support staff has over 130 years of experience total.

Alan Roig: 18

21 years experience

Irma Terry: 20

Korkat Team has extensive expertise in installing and designing playground equipment.

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 18

Project approach explain the standard processes to complete the project.

Alan Roig: 15

Satisfactory project management process

Irma Terry: 20

Korkat presented a detailed management plan.

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 12

Good presentation on the proposed equipment and layout. But proposed layout presentation did not include the inclusive movement equipment and use incorrect areas for the ADA rubber pathways.

Alan Roig: 13

Contractor says they will provide the ADA ramp and inclusive table at no cost.

Irma Terry: 10

The design showcased creativity and engaging components but missed two major details in the scope. Korkat is willing to honor the city's scope and provide equipment according to the site plan. Willing to adjust colors or play events.

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Project schedule submitted meets the CDBG grant timeline to complete within 16 weeks.

Alan Roig: 14

16-week lead time

Irma Terry: 15

Korkat presented a detailed project timeline that will keep the project on track.

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 10

Warranty information provided.

Alan Roig: 8

satisfactory warranty

Irma Terry: 10

Warranty provides assurance regarding the durability of the product.

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 13

Fee proposal include security and performance bonds to cover project contingencies. There was discussion on the missing inclusive movement in the proposed bid price. Also, discussion on the wrong estimate quantity for the ADA pathway. Will honor the proposed bid price for missing items.

Alan Roig: 13

Contractor will not change fee but will add the missing components.

Irma Terry: 13

Korkat listed all associated expenses to the project, but failed to provide pricing for the 515 square foot ADA path and inclusive playground equipment as outlined in the scope. Korkat is willing to provide the necessary equipment at no additional cost.

TOP LINE RECREATION INC

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 19

Good experience staff with some over 20 years of experience in playground projects.

Alan Roig: 17

11 years' experience

Irma Terry: 20

Topline has 30 years of experience in playground construction and working with numerous municipalities.

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 18

Good clear project approach and step-by-step to complete the project.

Alan Roig: 15

Good project management outline

Irma Terry: 18

Topline presented a detailed plan for project management.

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Excellent video presentation showing the proposed equipment and configurations.

Alan Roig: 14

Burke system. Closest to city's vision

Irma Terry: 15

Topline presented designs that addressed engaging activities, play events and a variety of inclusive equipment that appeals to all abilities.

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Provide good input on schedule to complete project from start to finish with detail steps. Very confidence in completing project before Christmas Holiday and to meet CDBG deadline of 16 weeks.

Alan Roig: 14

Most favorable to city's timeline 12 weeks

Irma Terry: 15

Topline presented a detailed project timeline that meets our expectations.

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 10

Warranty is prorated. Starting over if work is needed from day one.

Alan Roig: 9

Satisfactory

Irma Terry: 10

Excellent warranty

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Discuss in detail the fee proposal breakdown. Included all items within the scope of work. Included correct ADA path quantity and inclusive movement equipment.

Alan Roig: 14

Included city's specs within the budget

Irma Terry: 15

Proposal complies with funding requirements.

Advanced Recreational Concepts
(Excluded)

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 0

Alan Roig: 0

Irma Terry: 0

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
TUAN HUYNH	Senior Civil Engineer	Jul 30, 2024 9:13 AM
Alan Roig	Capital Projects Director	Jul 30, 2024 9:18 AM
Irma Terry	Community Resource Coordinator	Jul 30, 2024 9:24 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach and Management	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Proposed Equipment and Configuration	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeline	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Warranty	Points Based	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 *(5% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	TUAN HUYNH	Alan Roig	Irma Terry	Total Score (Max Score 100)
Lanier Plans Inc. dba KorKat	81.9	77.9	89.9	**83.18**
TOP LINE RECREATION INC	84	71	90	**81.67**
Advanced Recreational Concepts	88	66	75	**76.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)	Warranty Points Based 10 Points (10%)	Fee Proposal Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Total Score (Max Score 100)
Lanier Plans Inc. dba KorKat	18.3	18	13	12	8.7	10.3	2.9	**83.18**

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)	Warranty Points Based 10 Points (10%)	Fee Proposal Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Total Score (Max Score 100)
TOP LINE RECREATION INC	17.3	14.3	13	13.7	9	14.3	0	**81.67**
Advanced Recreational Concepts	16.7	13.7	12.3	10.3	8.7	12.7	2	**76.33**

INDIVIDUAL PROPOSAL SCORES

Advanced Recreational Concepts

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 17

Good experience staff. Could have listed more detail information and years of experience for the supporting staff.

Alan Roig: 18

Over 20 years of experience in playground construction. Experienced in dealing with municipalities.

Irma Terry: 15

ARC operates as a limited liability corporation (LLC) and is well-equipped with a capable workforce to complete its projects efficiently. The project and installation manager are the sole support staff that has extensive experience in the field.

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 16

Provided simple four steps to complete the project.

Alan Roig: 10

Needed more information about the project management approach.

Irma Terry: 15

ARC's four-step project management plan exemplifies a structured approach, though the firm could benefit from further elaboration on their unique qualifications.

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Very Good site plan and equipment rendering for this project. Use project specific information to generate the concept plan.

Alan Roig: 12

Meets proposed design and Configuration.

Irma Terry: 10

ARC presented a proposal that appears to be durable and of high quality. The Playcraft system standards exceed industry expectations. However, the playground lacks a variety of play components that would appeal to a broader age group.

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 13

Clear project schedule to purchase and install the playground equipment.

Alan Roig: 8

20 weeks proposed time. 10-12 weeks on manufacturing.

Irma Terry: 10

ARC presented the project timeline from design to installation, but their completion time extends beyond our goals.

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 10

Very good. Provided Warranty for material and installation certification.

Alan Roig: 8

Good warranty terms

Irma Terry: 8

ARC provided warranties for the installer and the equipment

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Provide detail cost breakdown summary - under $150,000. Included cost for the 515 SF of ADA rubberized pathways around the playground.

Alan Roig: 8

Within budget. (147K)

Irma Terry: 15

The contractor provided a comprehensive fee proposal that itemized all expenses related to the project

References | Points Based | 5 Points (5.3%)

TUAN HUYNH: 2

Reference responded with forms.

Alan Roig: 2

Satisfactory references

Irma Terry: 2

The Contractor provided references, but they were not submitted timely, and all references were from the same firm.

Lanier Plans Inc. dba KorKat

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 18

Very good team with experience . Owner has over 24 years of experience in playground design as designer/engineer. Support staff has over 130 years of experience total.

Alan Roig: 17

Over 20 years experience

Irma Terry: 20

Korkat and the team possess extensive expertise in designing, manufacturing, certifying, and installing playgrounds.

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 18

Project approach explain the standard processes to complete the project.

Alan Roig: 18

Highly detailed project management approach.

Irma Terry: 18

Korkat has outlined a comprehensive management plan approach; however, the manufacturing time exceeds our goals.

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 12

Show specific project equipment and rendering. Did not show entire ADA pathway.

Alan Roig: 12

Design meets expectations.

Irma Terry: 15

Korkat has presented a well- designed proposal that appeals to the age group and incorporates elements that are vibrant and inviting.

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 12

The schedule for product and installation listed a lot of information on the equipment and options. Could have provided a simpler schedule with an overall project complete time.

Alan Roig: 12

Delivery time within scope

Irma Terry: 12

Korkat presented a detailed project timeline that, extends beyond the anticipated project completion date.

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 9

Warranty information provided.

Alan Roig: 7

Warranty is up to standards

Irma Terry: 10

Korkat offers a lifetime warranty on steel and other products.

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 10

Provide detail cost breakdown summary - under $150,000. But ADA rubberized path area on proposal was only 150 SF versus 515 SF shown on the RFP provided site plan. This could impact the overall cost proposal.

Alan Roig: 9

Pricing is within budget 142K

Irma Terry: 12

Korkat provided a comprehensive fee proposal that itemized all expenses related to the project, but I was unable to identify the standalone inclusive equipment.

References | Points Based | 5 Points (5.3%)

TUAN HUYNH: 2.9

Reference responded with forms.

Alan Roig: 2.9

Satisfactory References

Irma Terry: 2.9

Korkat submitted references, but did not submit timely.

TOP LINE RECREATION INC

Qualifications and Experience | Points Based | 20 Points (21.1%)

TUAN HUYNH: 17

Good experience staff with some over 20 years of experience in playground projects.

Alan Roig: 15

Sufficient experience with 11 years in the playground business and experience with many municipalities

Irma Terry: 20

Topline has 30 years extensive experience and training in playground construction.

Project Approach and Management | Points Based | 20 Points (21.1%)

TUAN HUYNH: 18

Good clear project approach with critical steps shown.

Alan Roig: 10

Did not see a clear project management approach

Irma Terry: 15

Top Line provided a step-by-step plan to manage the project, However, they could have provided key elements that set their approach apart from others.

Proposed Equipment and Configuration | Points Based | 15 Points (15.8%)

TUAN HUYNH: 11

Show general product of the equipment mainly produced by Burke. While other proposals develop project specific concept plan and layout.

Alan Roig: 13

Equipment and configuration meets the City's criteria

Irma Terry: 15

Topline has delivered a set of designs that capture the essence of play value, engaging activities and events tailored to the target age group.

Deliverable Timeline | Points Based | 15 Points (15.8%)

TUAN HUYNH: 14

Clear timeline to complete project. Provided very good project schedule summary.

Alan Roig: 12

Deliverable time is more than satisfactory.

Irma Terry: 15

Topline provided a timeline showing that the construction should be finished within the expected timeframe, which matches our requirements.

Warranty | Points Based | 10 Points (10.5%)

TUAN HUYNH: 9

Warranty information provided.

Alan Roig: 8

Warranty is excellent.

Irma Terry: 10

Topline presents a Burke Generations warranty that allows a 100-year limited warranty on playground products.

Fee Proposal | Points Based | 15 Points (15.8%)

TUAN HUYNH: 15

Provide detail cost breakdown summary - under $150,000. Included cost for the 515 SF of ADA rubberized pathways around the playground.

Alan Roig: 13

Price is very fair.

Irma Terry: 15

Topline provided a comprehensive fee proposal that itemized all expenses related to the project

References | Points Based | 5 Points (5.3%)

TUAN HUYNH: 0

References did not submit the forms per Purchasing.

Alan Roig: 0

No reference Submitted

Irma Terry: 0

Topline failed to adhere to the protocol for reference submissions.

2922 HOWLAND BLVD -ST 4 – DELTONA, FL 32725

386-575-8359 – WWW.TOPLINEREC.COM

SONIA M PERKINS – PRESIDENT – SONIAP@TOPLINEREC.COM

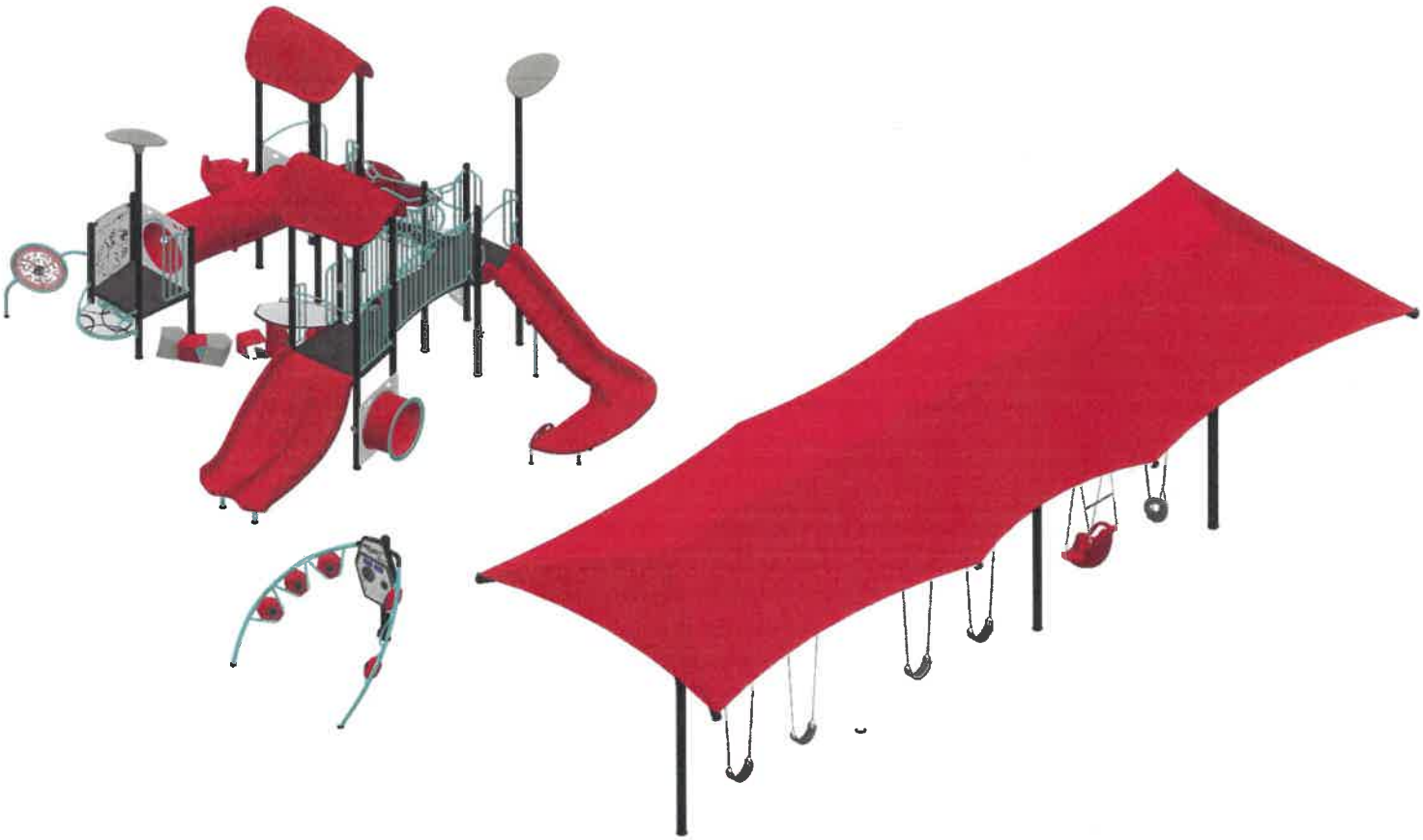
Mary Avenue Tot Lot Improvements
RFP
Purchasing
Project ID: 23-24-CRA
Release Date: Wednesday, June 19, 2024
Due Date: Monday, July 29, 2024 5:00pm


NEW SMYRNA BEACH
Top Line
RECREATION

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

Mary Avenue Park Improvements

505 Mary Ave | New Smyrna Beach, FL 32168



Top Line Recreation, Inc.

2922 Howland Blvd | Deltona, FL 32725 | 800-921-4509

Proposal 134-188242-1 | 7/12/2024

Top Line RECREATION

July 12, 2024

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168-7040
Phone: 407-579-1410

City of New Smyrna Beach

Top Line Recreation, Inc. is delighted to provide City of New Smyrna Beach with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Top Line Recreation, Inc. is confident that this proposal will satisfy City of New Smyrna Beach's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of New Smyrna Beach. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Debbie Lloyd
Sales Representative

Top Line Recreation, Inc.
2922 Howland Blvd,
Suite 4

Deltona, FL 32725
www.toplinerec.com
www.bciburke.com

Phone: 800-921-4509
Fax: -
rob@toplinerec.com

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops -- it can be simplified -- we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit **bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP | GSA Contract Holder | GOVMVMT | OMNIA PARTNERS | Sourcewell Awarded Contract Contract # 010521-BUR







BCIBURKE.COM Burke 800.266.1250

DESIGN SUMMARY

Top Line Recreation, Inc. is very pleased to present this Proposal for consideration for the Mary Avenue Park Improvements located in New Smyrna Beach. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of New Smyrna Beach. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

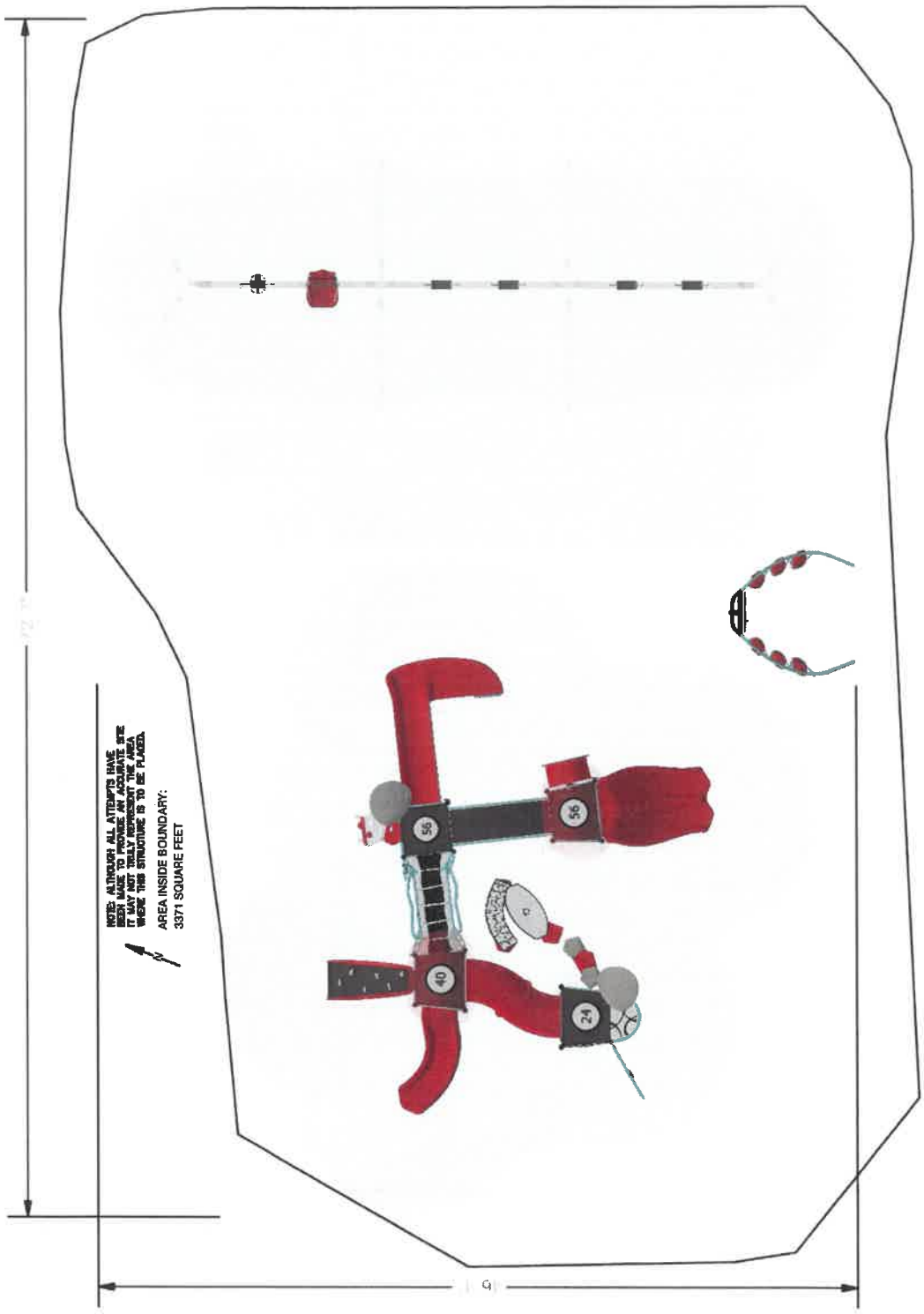
The following is a summary of some of the key elements of our Proposal:

- Project Name: Mary Avenue Park Improvements
- Project Number: 134-188242-1
- User Capacity: 70
- Age Groups: 5 to 12
- Dimensions: 72' 6"x46' 0"
- Designer Name: Christine Pitts

Top Line Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Mary Avenue Park Improvements playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 134-188242-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Mary Avenue Park Improvements playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
23	13 / 7	13 / 0	0 / 0	15 / 4	5 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3339.2 sq.ft.
Perimeter: 237.2 ft.
STRUCTURE SIZE: 71'x72' 7"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Synergy | Burke Basics | ShadePlay Max

SITE PLAN VIEW

GROUP:
SY-3544|Freestanding

DESIGNED FOR AGES:
5 to 12

Mary Avenue Park Improvements
New Smyrna Beach, FL 32168

07/12/2024

Top Line Recreation, Inc.
134-188242-1
Designer: Christine Pitts

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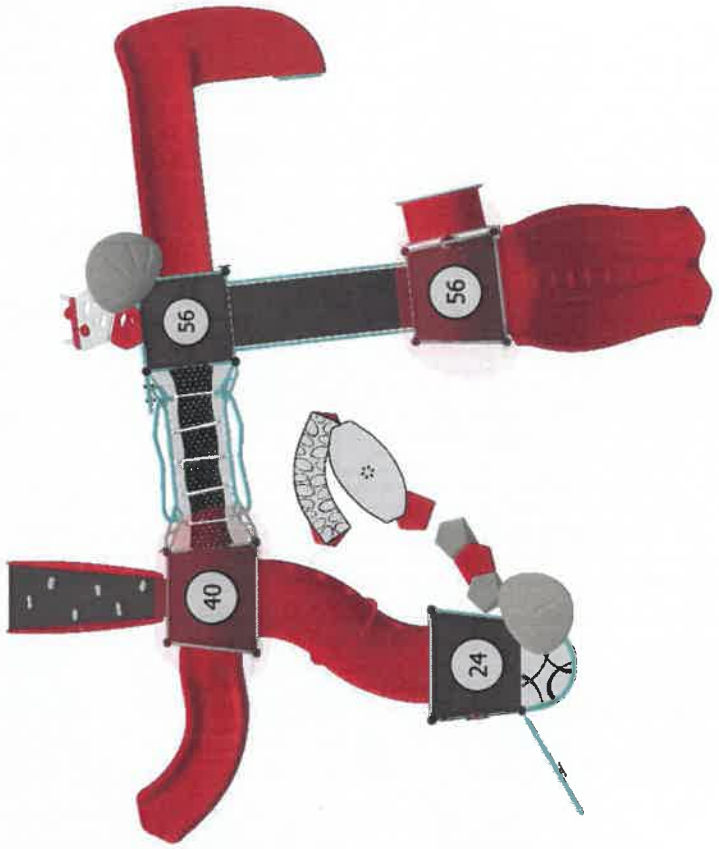


PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
23	13 / 7	13 / 0	0 / 0	15 / 4	5 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3339.2 sq.ft.
Perimeter: 237.2 ft.
STRUCTURE SIZE: 41'x72' 7"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements

SERIES Synergy | Burke Basics

SITE PLAN VIEW

GROUP:
SY-3544

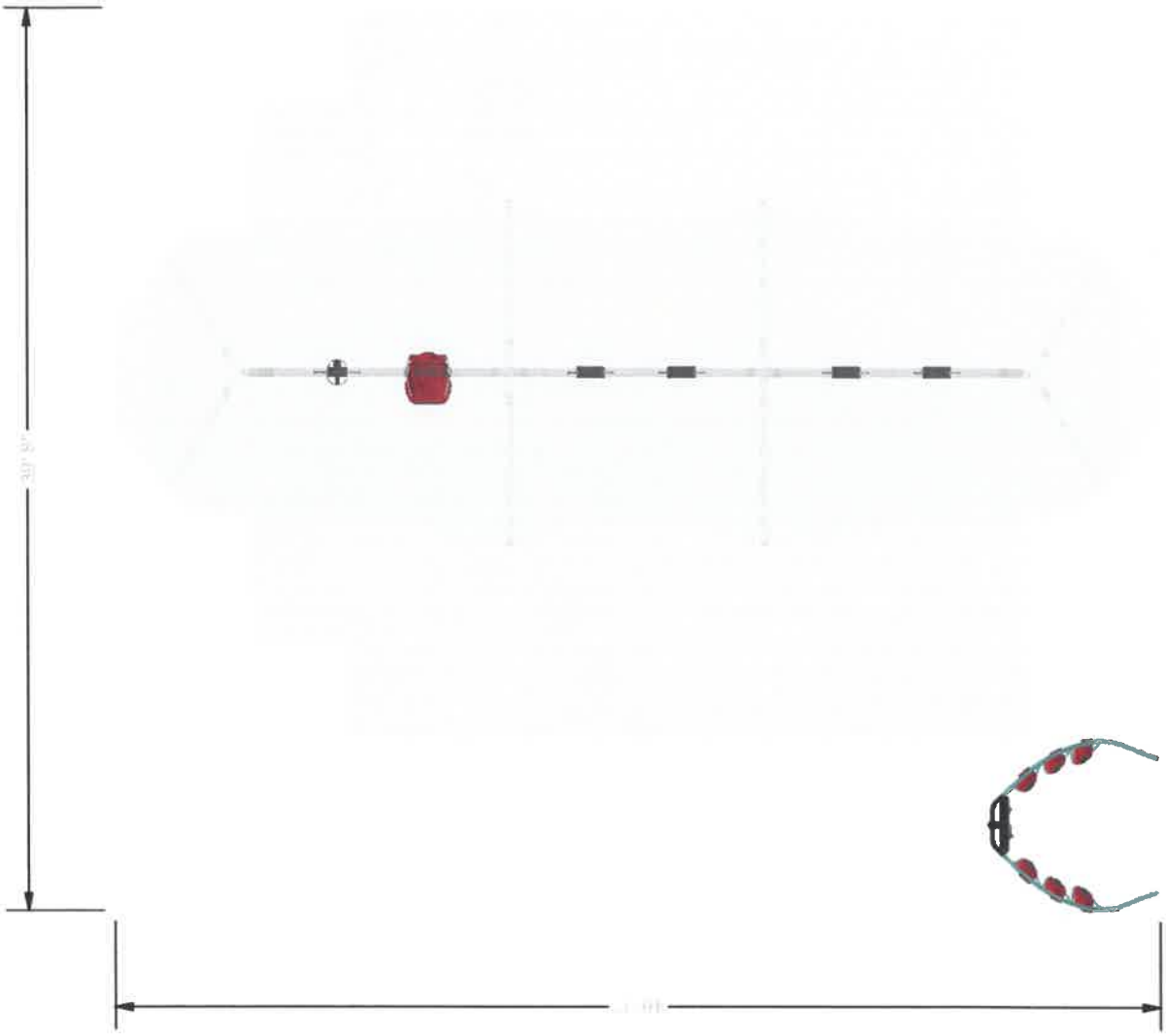
DESIGNED FOR AGES:
5 to 12

Mary Avenue Park Improvements
New Smyrna Beach, FL 32168

07/12/2024

Top Line Recreation, Inc.
134-188242-1
Designer: Christine Pitts

Burke
PLAY THAT MOVES YOU



PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
23	13 / 7	13 / 0	0 / 0	15 / 4	5 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

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SERIES ShadePlay Max | Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

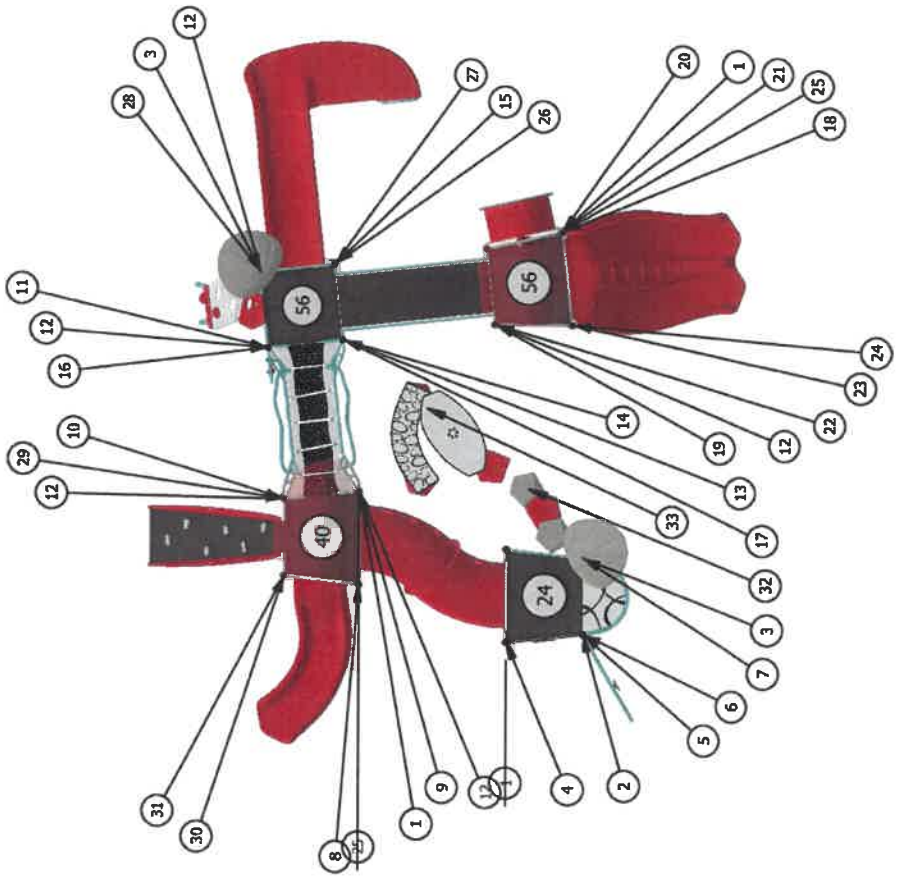
Mary Avenue Park Improvements
New Smyrna Beach, FL 32168

07/12/2024

Top Line Recreation, Inc.
134-188242-1
Designer: Christine Pitts

Burke
PLAY THAT MOVES YOU.

ITEM	COMP.	DESCRIPTION
1	290-0103	TRAPEZOID PLATFORM
2	590-0106	COLLISION RING PANEL
3	490-0145	PETAL POST TOPPER
4	590-0170	SEEK'N'FIND 2-SIDED PLAY PANEL
5	290-0099	CRESCENT TRANSFER PLATFORM
6	290-0101	8" CLOSURE PLATE
7	290-0104	OFFSET ENCLOSURE
8	590-0084	TUNNEL, 16" OFFSET
9	590-0172	DOTS POST MOUNTED SPINNER
10	590-0175	RADIATE POST MOUNTED SPINNER
11	390-0298	MESA CLIMBER
12	290-0110	CLIMBER ENCLOSURE
13	290-0102	SQUARE PLATFORM
14	590-0173	PETALS POST MOUNTED SPINNER
15	590-0176	SPOKES POST MOUNTED SPINNER
16	590-0152	RAIN CRESCENT PANEL
17	290-0123	72" ARCH BRIDGE W/ BARRIERS
18	590-0177	WAVES POST MOUNTED SPINNER
19	590-0174	PINWHEEL POST MOUNTED SPINNER
20	590-0410	PIPE WALL W/ KALEIDOSCOPE
21	590-0188	BIVY TUNNEL 36"
22	390-0157	TREE BRANCH CLIMBER 56"
23	490-0137	LUGE SLIDE 48"-56"
24	490-0138	DOUBLE SLIDE SIT DOWN BAR
25	490-0230	NISO ROOF
26	490-0438	360 LOOP SLIDE, VIPER 56" ST
27	490-0149	VIPER SLIDE SIT DOWN BAR
28	390-0323	FORMIS LADDER 56
29	390-0306	ROCK CRAWL
30	490-0186	MONACO SLIDE, 32"-40"
31	490-0141	SLIDE SIT DOWN BAR
32	560-2742	EKO BENCH
33	560-2740	EKO INCLUSIVE TABLE



SERIES Synergy | Burke Basics

COMPONENT VIEW

GROUP:
SY-3544

DESIGNED FOR AGES:
5 to 12

Mary Avenue Park Improvements
New Smyrna Beach, FL 32168

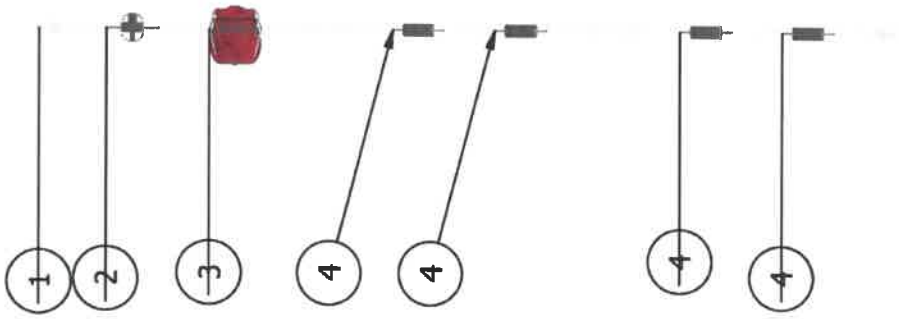
07/12/2024

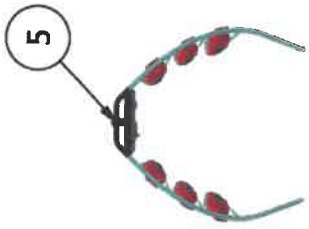
Top Line Recreation, Inc.
134-188242-1

Designer: Christine Pitts

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ITEM	COMP.	DESCRIPTION
1	550-0212	SHADEPLAY MAX TRIPLE BAY SWING CANOPY, 15' X 44'
2	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
3	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
4	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
5	560-2625	MOVMNT INCLUSIVE, FREESTANDING





SERIES ShadePlay Max | Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Mary Avenue Park Improvements
New Smyrna Beach, FL 32168

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07/12/2024

Top Line Recreation, Inc.
134-188242-1

Designer: Christine Pitts

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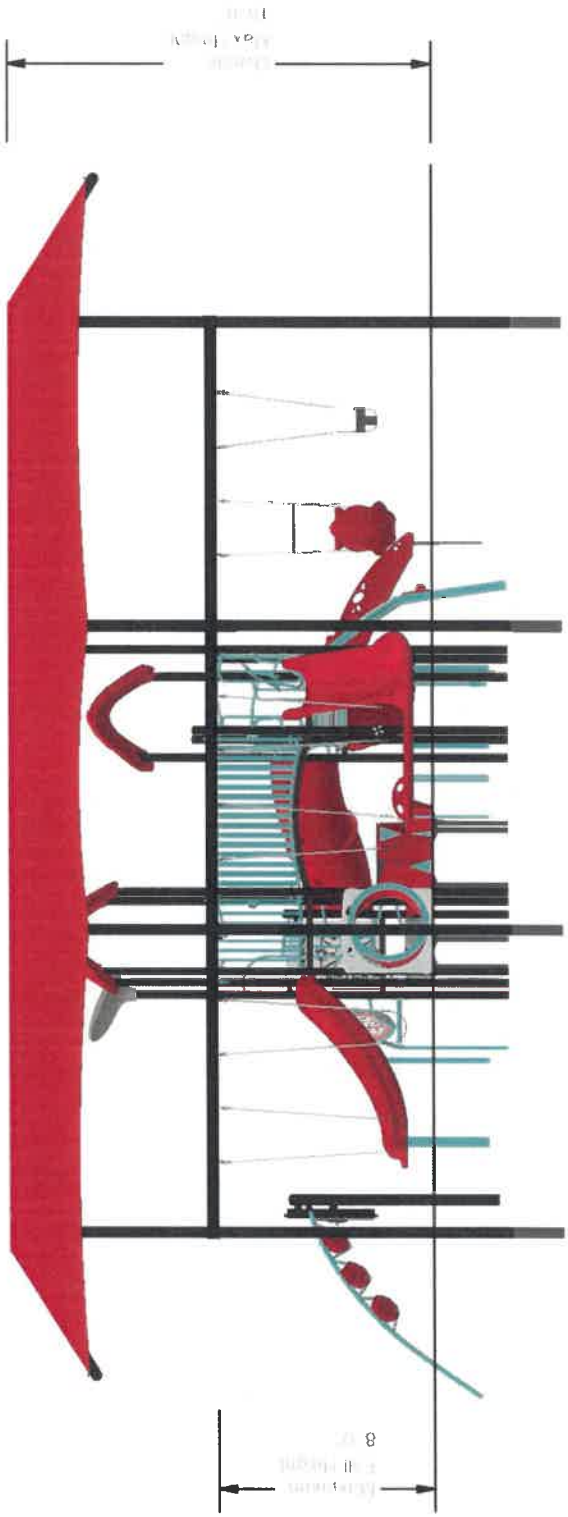
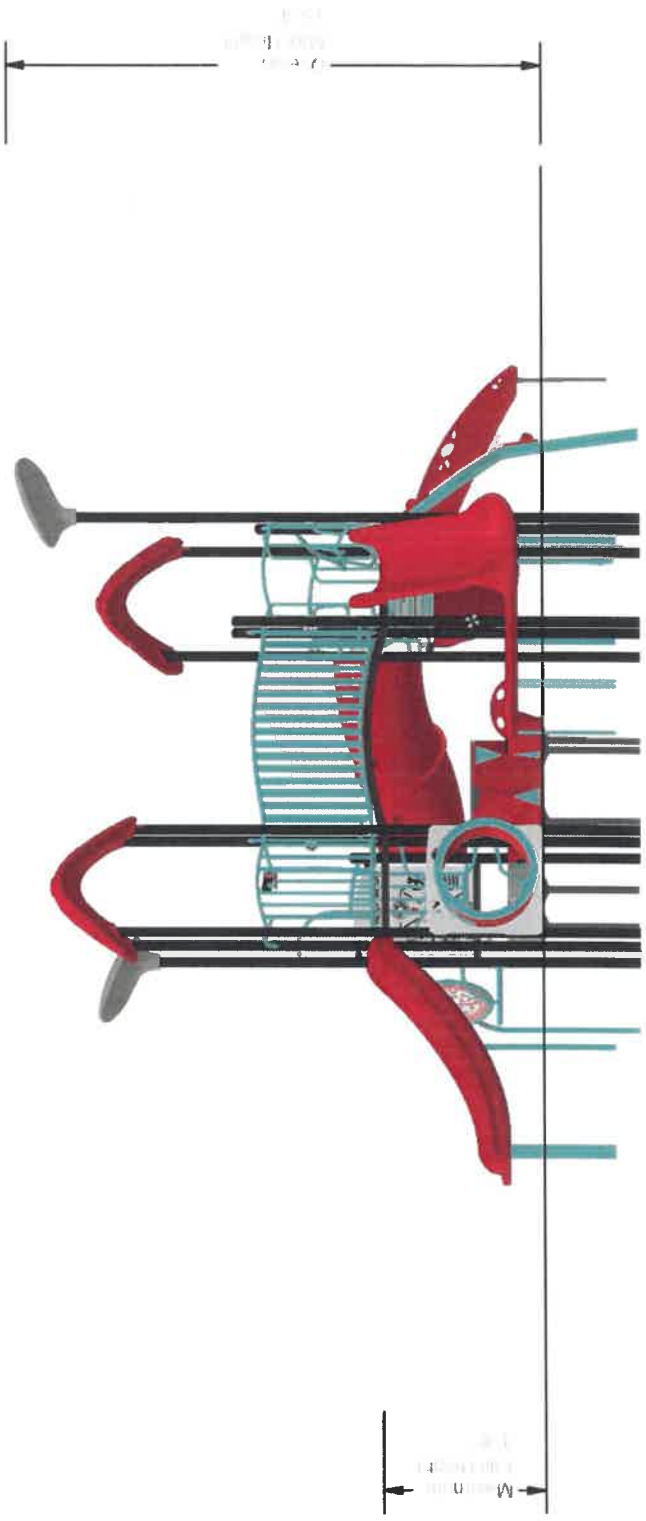
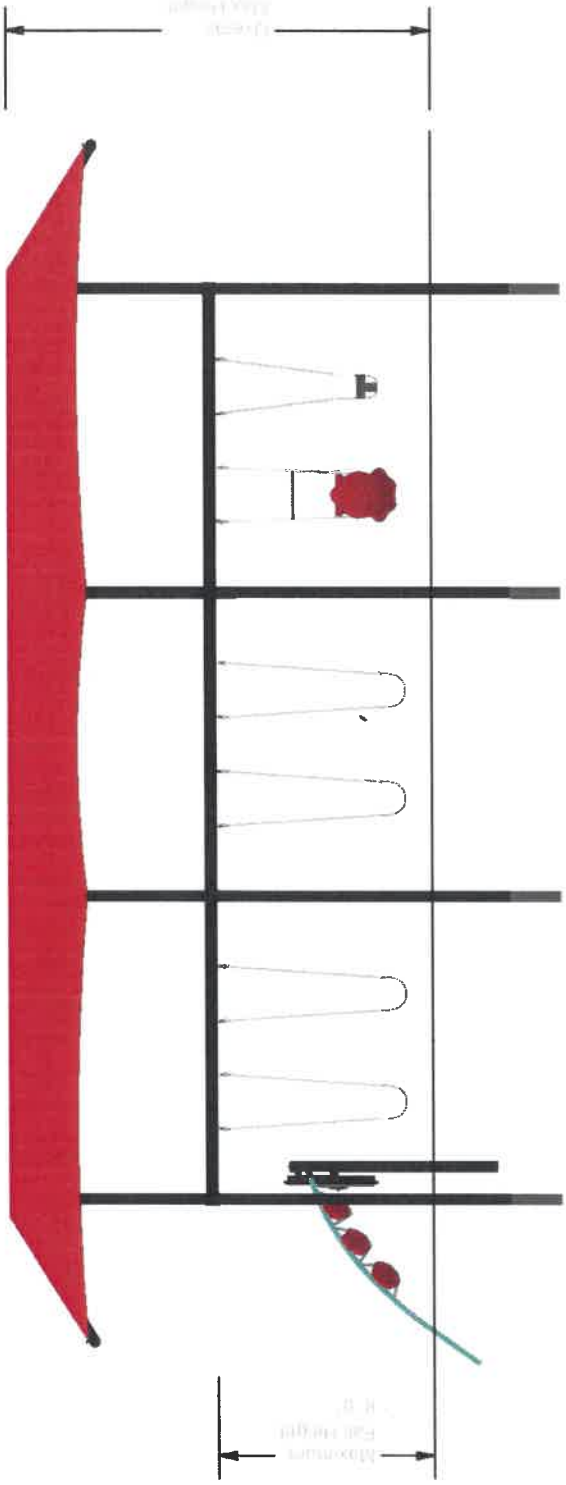


SERIES	Synergy | Burke Basics | ShadePlay Max	ELEVATION VIEW
GROUP: SY-3544|Freestanding	**Mary Avenue Park Improvements**	07/12/2024
	New Smyrna Beach, FL 32168	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU.	**134-188242-1**
		Designer: Christine Pitts



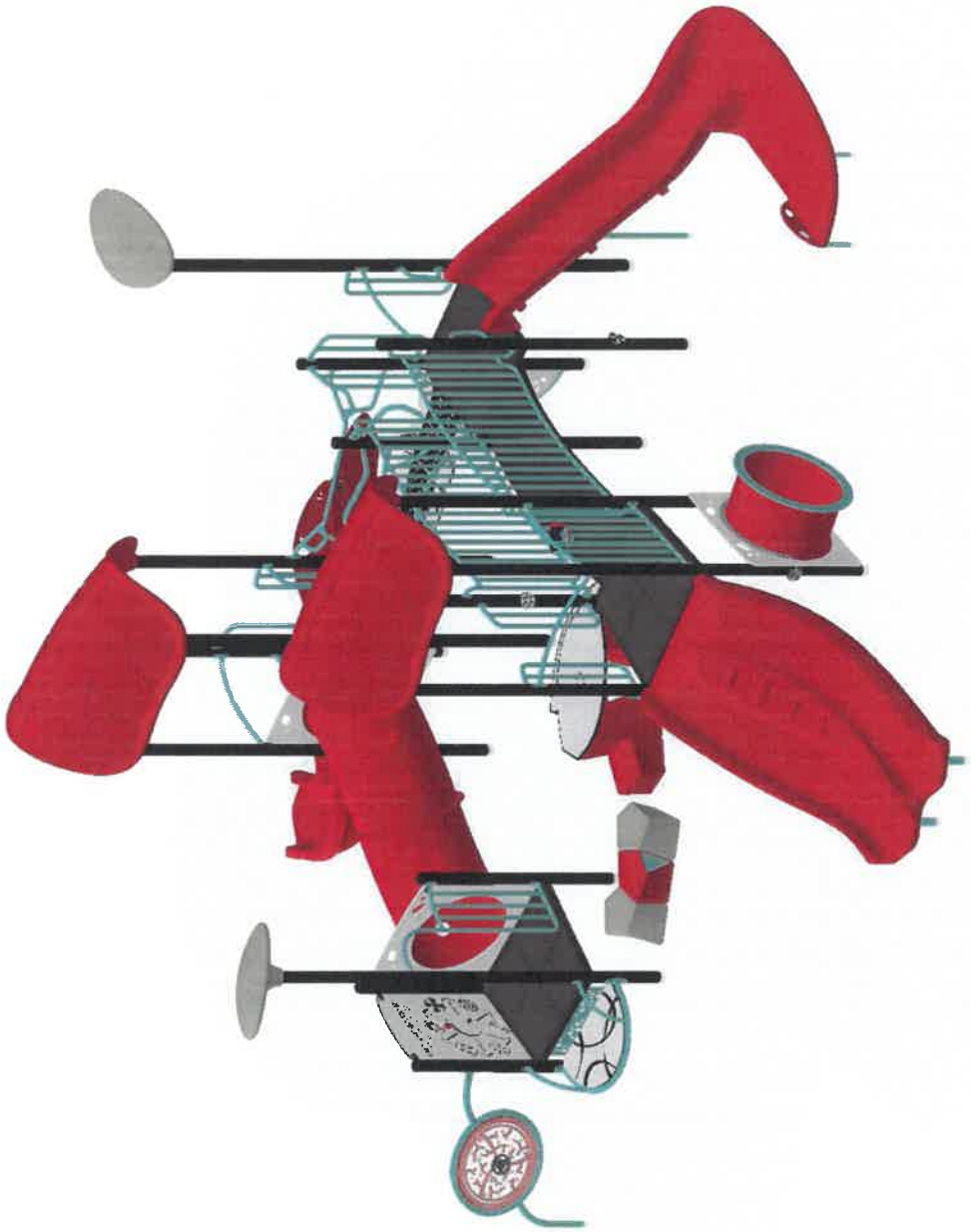
SERIES	Synergy | Burke Basics	ELEVATION VIEW
GROUP: SY-3544	**Mary Avenue Park Improvements**	07/12/2024
	New Smyrna Beach, FL 32168	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**134-188242-1**
		Designer: Christine Pitts



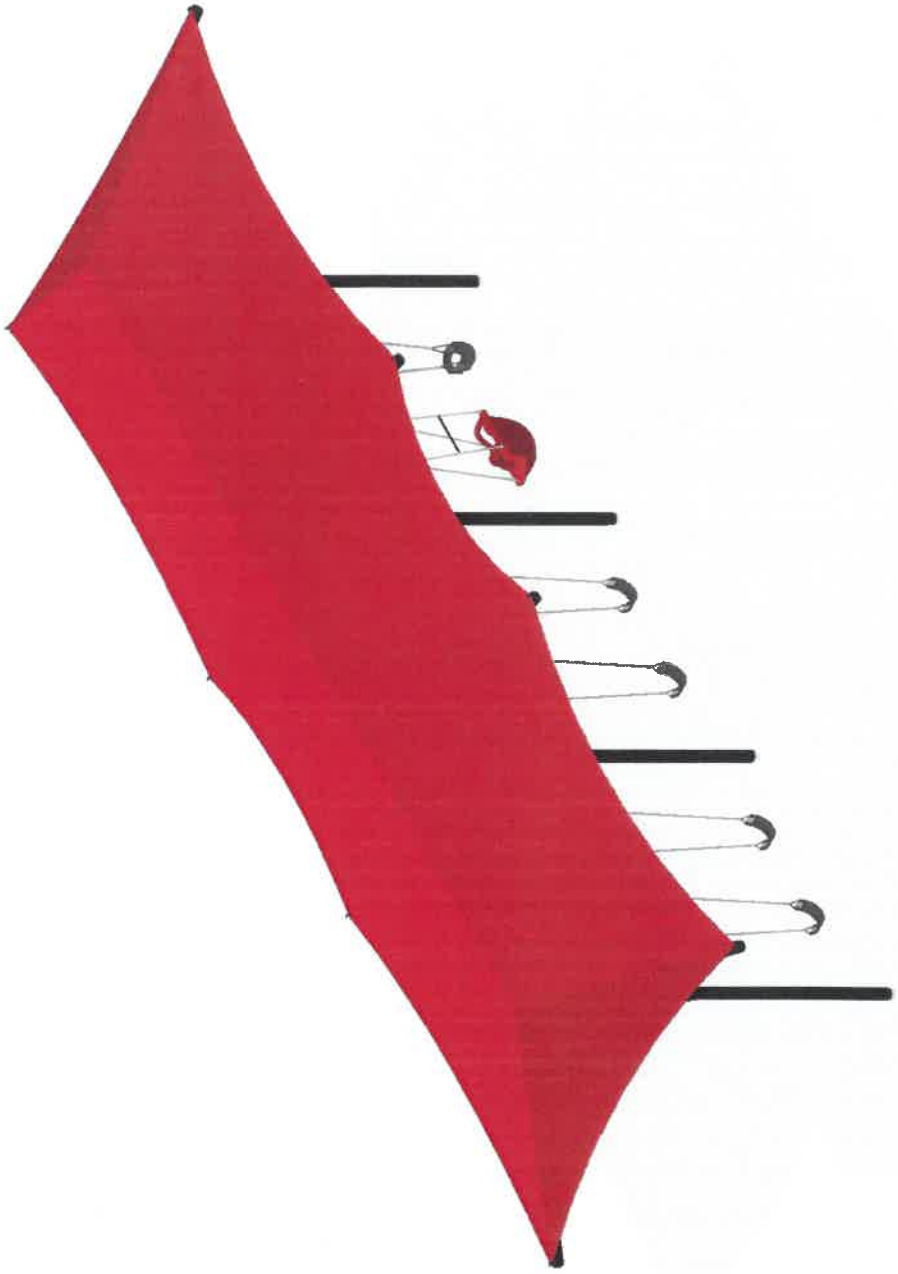
SERIES ShadePlay Max | Burke Basics		ELEVATION VIEW
GROUP: Freestanding **DESIGNED FOR AGES:** 5 to 12	**Mary Avenue Park Improvements** New Smyrna Beach, FL 32168 Burke PLAY THAT MOVES YOU	07/12/2024 **Top Line Recreation, Inc.** **134-188242-1** Designer: Christine Pitts



SERIES	Synergy | Burke Basics | ShadePlay Max	ISOMETRIC VIEW
GROUP: SY-3544|Freestanding	**Mary Avenue Park Improvements**	07/12/2024
	New Smyrna Beach, FL 32168	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**134-188242-1**
		Designer: Christine Pitts



SERIES	Synergy | Burke Basics	ISOMETRIC VIEW
GROUP: SY-3544	**Mary Avenue Park Improvements**	07/12/2024
	New Smyrna Beach, FL 32168	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**134-188242-1**
		Designer: Christine Pitts





SERIES	ShadePlay Max | Burke Basics	ISOMETRIC VIEW
GROUP: Freestanding	**Mary Avenue Park Improvements**	07/12/2024
	New Smyrna Beach, FL 32168	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**134-188242-1**
		Designer: Christine Pitts

Mary Avenue Park Improvements

Proposal 134-188242-1 | 7/12/2024 | 2024 Pricing

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
		SY-3544				
Synergy						
072-0300-131C	3 1/2" OD X 131" CAPPED POST	1	0	0	48	48
072-0300-139C	3 1/2" OD X 139" CAPPED POST	2	0	0	51	102
072-0300-99C	3 1/2" OD X 99" CAPPED POST	3	0	0	37	111
072-0301-157R	3 1/2" OD X 157" ROOF POST	1	0	0	57	57
072-0301-161R	3 1/2" OD X 161" ROOF POST	2	0	0	59	118
072-0301-165R	3 1/2" OD X 165" ROOF POST	2	0	0	60	120
072-0301-173R	3 1/2" OD X 173" ROOF POST	1	0	0	63	63
072-0301-177R	3 1/2" OD X 177" ROOF POST	2	0	0	64	128
072-0301-181R	3 1/2" OD X 181" ROOF POST	1	0	0	66	66
072-0301-193R	3 1/2" OD X 193" ROOF POST	1	0	0	70	70
290-0099	CRESCENT TRANSFER PLATFORM	1	2	2	43	43
290-0101	8" CLOSURE PLATE	1	0	0	5	5
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0103	TRAPEZOID PLATFORM	3	4	12	64	192
290-0104	OFFSET ENCLOSURE	1	0	0	26	26
290-0110	CLIMBER ENCLOSURE	5	0	0	21	105
290-0123	72" ARCH BRIDGE W/ BARRIERS	1	4	4	250	250
390-0157	TREE BRANCH CLIMBER 56"	1	2	2	21	21
390-0298	MESA CLIMBER	1	4	4	147	147
390-0306	ROCK CRAWL	1	2	2	134	134
390-0323	FORMIS LADDER 56	1	4	4	91	91
490-0137	LUGE SLIDE 48"-56"	1	4	4	168	168
490-0138	DOUBLE SLIDE SIT DOWN BAR	1	0	0	6	6
490-0141	SLIDE SIT DOWN BAR	1	0	0	5	5
490-0145	PETAL POST TOPPER	2	0	0	19	38
490-0149	VIPER SLIDE SIT DOWN BAR	1	0	0	10	10
490-0186	MONACO SLIDE, 32"-40"	1	2	2	76	76
490-0230	NISO ROOF	2	0	0	64	128
490-0438	360 LOOP SLIDE, VIPER 56" ST	1	1	1	154	154
590-0084	TUNNEL, 16" OFFSET	1	4	4	116	116
590-0106	COLLISION RING PANEL	1	1	1	48	48
590-0152	RAIN CRESCENT PANEL	1	1	1	16	16
590-0170	SEEK'N'FIND 2-SIDED PLAY PANEL	1	2	2	41	41
590-0172	DOTS POST MOUNTED SPINNER	1	1	1	0.7	0.7
590-0173	PETALS POST MOUNTED SPINNER	1	0	0	0.7	0.7
590-0174	PINWHEEL POST MOUNTED SPINNER	1	1	1	0.7	0.7
590-0175	RADIATE POST MOUNTED SPINNER	1	1	1	0.7	0.7
590-0176	SPOKES POST MOUNTED SPINNER	1	1	1	0.7	0.7
590-0177	WAVES POST MOUNTED SPINNER	1	1	1	0.7	0.7
590-0188	BIVY TUNNEL 36"	1	1	1	63	63

590-0410	PIPE WALL W/ KALEIDOSCOPE	1	1	1	44	44
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

SY-3544

Burke Basics

560-2740	EKO INCLUSIVE TABLE	1	3	3	146	146
560-2742	EKO BENCH	1	3	3	57	57

Total User Capacity: 62
Total Weight: 3093 lbs.
Total Price: $47,876

Freestanding

ShadePlay Max

550-0212	SHADEPLAY MAX TRIPLE BAY SWIN...	1	0	0	2130	2130

Freestanding

Burke Basics

550-0099	TOT SEAT, 7' & 8' SINGLE, STD...	1	1	1	12	12
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	4	1	4	10	40
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
560-2625	MOVMNT INCLUSIVE, FREESTANDING	1	2	2	328	328

Total User Capacity: 8
Total Weight: 2548 lbs.
Total Price: $34,642

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

Burke
PLAY THAT MOVES YOU
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Mary Avenue Park Improvements

Proposal 134-188242-1 | 7/12/2024 | 2024 Pricing

COLOR SELECTION LIST | Default Color Option

GROUP 1 (SY-3544)

Deck:	Brown
Post:	Navy
Flat:	Red | Gray | Ocean
Acc:	Ocean
Plastic:	Granite | Red
Panel:	Gray-Black-Gray | Red-White-Red

GROUP 2 (Freestanding)

Post:	Navy
Canopy:	Red
Deck:	Brown
Plastic:	Red
Panel:	Gray-Black-Gray
Acc:	Ocean

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



ROCKIT CLIMBERS



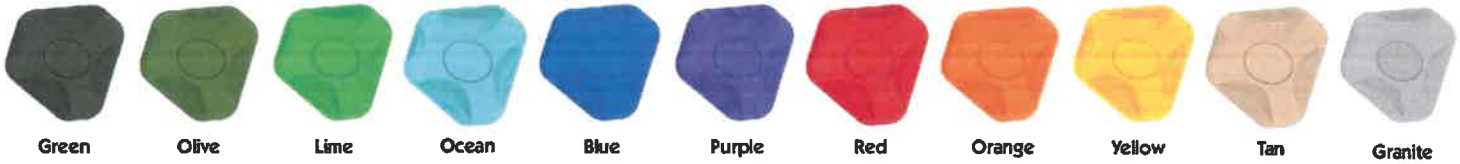
HDPE PLASTIC PANELS



SHADE CANOPIES

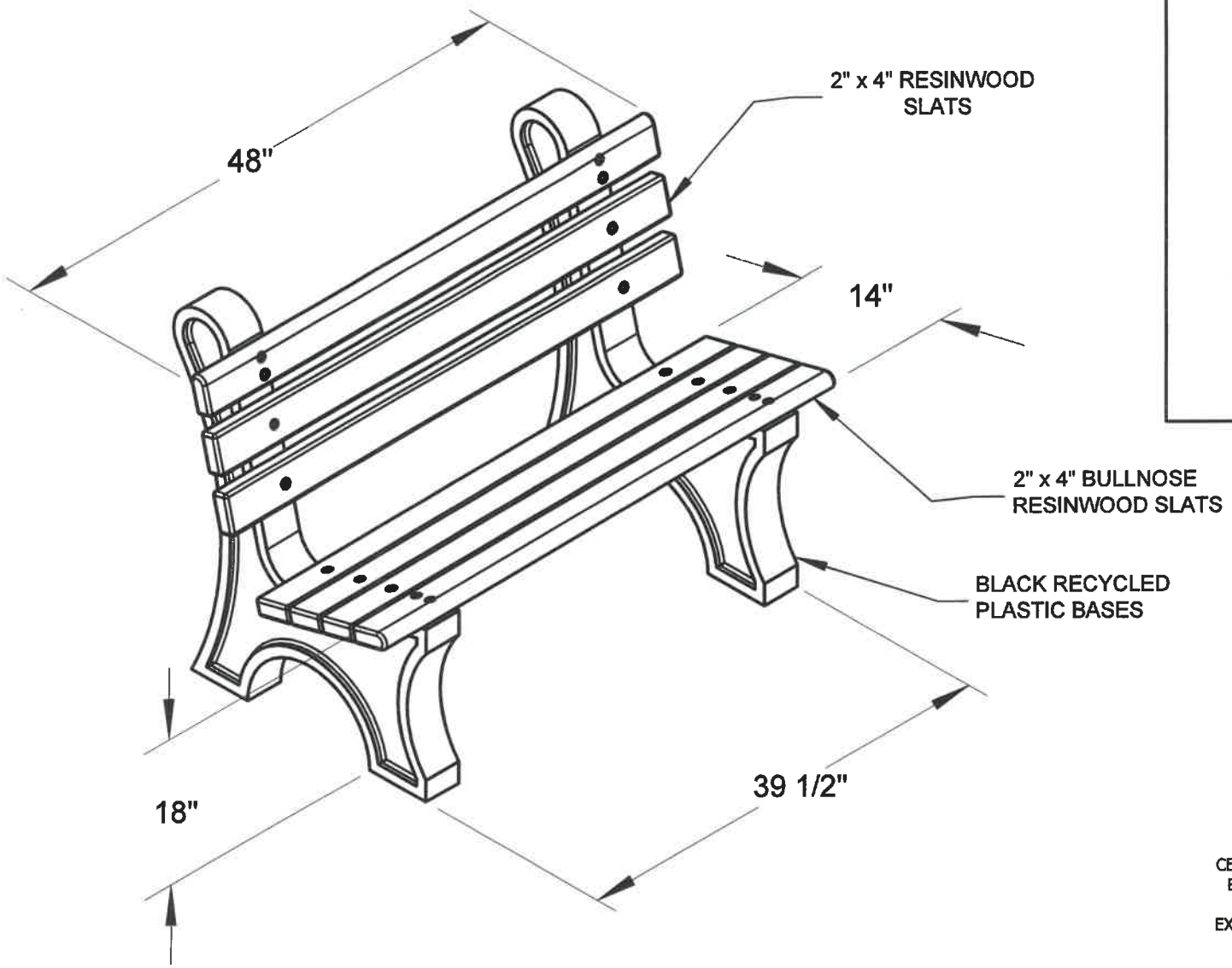


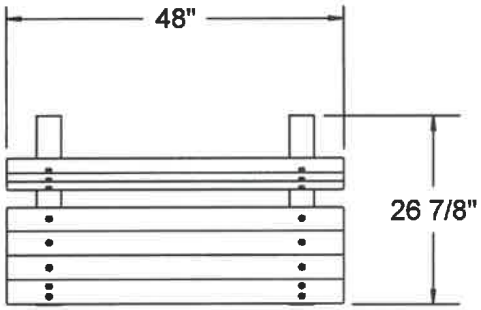
ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM Burke 800.266.1250





9 Sq. Ft.

FOOTPRINT

CED GRA GRE

SLAT STANDARD COLORS

BLU BRO RED WHI

SLAT OPTIONAL COLORS

INSERT COLOR CODE IN PRODUCT NUMBER
CEDAR= CED, GRAY= GRA, GREEN= GRE, BLACK= BLA,
BLUE= BLU, BROWN=BRO, RED= RED, WHITE=WHI

EXAMPLE: BROWN COMFORT PARK AVE. 4 FT. BENCH =
PB 4**BRO**CPAE

4 FT Comfort Park Avenue Specification Sheet

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Frog Furnishings
15750 S. Keeler Terrace
Olathe, KS 66062
www.frogfurnishings.com

NOT TO SCALE
Date: 9/19/2018

Frog FURNISHINGS
POWERED BY JAYHAWK PLASTICS INC.

1071

7.

TOP LINE RECREATION INC
2922 HOWLAND BLVD - ST 4 DELTONA, FL 32725 - 386-575-8358
WWW.TOPLINEREC.COM - SONIAP@TOPLINEREC.COM

AFFILIATE BOARD MEMBER OR OFFICER POTENTIAL CONFLICT OF INTEREST STATEMENT

I have read the statement of policy regarding conflict of interest.

To the best of my knowledge and belief, except as otherwise disclosed herewith, neither I nor any person with whom I have a personal or business relationship has a direct or indirect interest in any individual or organization which proposes to enter into a transaction with the Affiliate.

If I find that I or any person with whom I have a personal or business relationship has a direct or indirect interest in any individual or organization which proposes to enter into a transaction with the Affiliate, I will make full disclosure of such interest before any discussion or negotiation of such transaction and shall not be present for any discussion of or vote in connection with the matter.

__X__ Without exception.

_____ Except as described in the attached statement.

Date: 07-18 -24

Full Name: SONIA M PERKINS - PRESIDENT

Signature: Sonia Perkins

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER JANELLE
Commission # HH 379136
Expires March 27, 2027

8.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (727) 447-6481 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. 100 South Missouri Avenue Clearwater, FL 33756	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24FL0801030846 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 47-58-512-13	06/01/2024	06/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	**Client#** 81940-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

Re: Mary Avenue Tot Lob, 505 Mary Avenue, New Smyrna Beach, FL 32168

CERTIFICATE HOLDER

City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jodi George

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 321-214-1990 **FAX (A/C, No):** 765-534-2067
E-MAIL ADDRESS: billh@cooperindiana.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Un Ins Co	13037
INSURER B : Evanston Insurance Company	35378
INSURER C : Old Dominion Insurance Company	40231
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

COVERAGES **CERTIFICATE NUMBER:** 666323737 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CSU0142752	11/21/2023	11/21/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU						MED EXP (Any one person)	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
C	AUTOMOBILE LIABILITY			CA00021590	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB [X] OCCUR			EZXS3137652	11/21/2023	11/21/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED [X] RETENTION $ $0.00							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability/E&O			CSU0142752	11/21/2023	11/21/2024	Occurrence Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Mary Avenue Tot Lot. 505 Mary Avenue. New Smyrna Beach, FL 32168.
The City of New Smyrna Beach is additional insured regarding the general liability coverage per written contract/agreement.

CERTIFICATE HOLDER

City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach FL 32168
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TopLine Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona, FL 32725

SURETY:
(Name, legal status and principal place of business)

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, MD 21094

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Mary Avenue Park Improvements/ 505 Mary Avenue, New Smyrna Beach, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2024

(Witness)

(Witness) Margaret A. Schulz

TopLine Recreation, Inc.
(Principal) *(Seal)*

By: _____
(Title)

Lexington National Insurance Corporation
(Surety) *(Seal)*

By: _____
(Title) Kevin R. Wojtowicz Attorney-in-Fact & FL Licensed Agent

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Charles Nielson, Edward Ward, Kevin R. Wojtowicz, Shawn Burton, Jarrett Merlucci, David Hoover, Michael Megahan, Christian Collins, Taylor Rosenhaus

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORP INCORPORATED 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Megan A Schwabline
Notary

MEGAN A. SCHWABLINE NOTARY PUBLIC EXPIRES: 01-08-2028 HARFORD COUNTY MD

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 6th day of May, 2024.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this 20th day of June, 2024

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal

10.

Phone 800-921-4509 | Fax 888-909-0549

2922 Howland Blvd. Suite 4 Deltona, FL. 32725

info@toplinerec.com

To whom it may concern:

Top Line Recreation Inc, is centrally located in Deltona, Florida, a certified minority business enterprise (MBE) and a full-service provider of high quality outdoor recreational products throughout the state of Florida. We are the sole provider for BCI Burke playground equipment for the state, also specializing in shades structures (Shade Systems) Pavilions (Americana Building products) site amenities (Patterson Williams, Frog Furnishings and MyTcoat) and safety surfacing (playground grass, poured-in-place and engineered wood fiber. You can see all these products on our web site www.toplinerec.com,

We are constantly striving to provide the best possible service and professionalism to our customers with continual education and have made it a point to only represent high quality manufactures with user friendly warranties. Our services include but not limited to consulting, designing and a full installation for all the equipment we represent, our goal is to design play spaces that provide a fun and safe place for the children of all types of abilities to play and have fun. We are caring professionals with the incite and know how to provide a place that not only beautiful but functional, in other words we are here to help more than just sale you as product.

Thank you for the opportunity to serve,

Sonia M. Perkins – President

Terry R. Perkins- Vice President

ORGANIZATION CHART

TOP LINE RECREATION INC - Contractor

SONIA M PERKINS – PRESIDENT – soniap@toplinerec.com

TERRY R PERKINS – VICE- PRESIDENT – terryp@toplinerec.com

ROB WILSON _ GENERAL MANAGER – rob@toplinerec.com

JENNIFER JENELLE – PROJECT MANAGER & ORDER ENTRY – orders@toplinerec.com

TERRI ANN GRINER – ESTIMATER – terriann@toplinerec.com

DEBBIE LLOYD – PROJECT CONSULTANT – debbie@toplinerec.com

BUILDWORX LLC – Installer

JONNIE CROW – PRESIDENT –jcrow@buildworkx.llc

CAREY CROW – ACCOUNTS –ccrow@buildworx.llc

JOSTON WOOD – Project Manager – joston@builworkx.llc

401 E. Smith Street | Winter Garden, FL 34787
O: 407-877-2427 | C: 314-280-5385 www.buildworx.llc

BCI BURKE – Playground Manufacture

PO Box 549 – Found du Lac, WI 54936 – 920-204-0906

www.bciburke.com

Top Line RECREATION

QUALIFICATION	_11 YEARS IN BUSINESS _TOP QUALITY PRODUCTS _QUALIFIED INSTALLERS _EXCELLENT CUSTOMER SERVICE _BEST WARRANTY IN MARKET

EXPERIENCE **SONIA M PERKINS** PRESIDENT	_35 YEAR BUSINESS MANAGEMENT _11 YEARS PLAYGROUND BUSINESS ADMINISTRATION _11 YEARS FINANCIAL ADMINISTRATION
TERRY R PERKINS VICE-PRESIDENT	_30 YEARS ON PLAYGROUND BUSINESS _CPSI – CERIFIED PLAYGROUND SAFETY INSPECTOR _11 YEARS PROJECT MANAGEMENT, SALES MANAGER _11 YEARS PLAYGROUND AND SHADES CONSULTANT
ROB WILSON GENERAL MANAGER	- 31 Years Business Management/Growth/Development - 15 Years Specifically in the Playground/Park Industry: Sales and business management, service, project management, installation coordination, site assessment, design.
DEBBIE LLOY PROJECT CONSULTANT	_20 YEARS EXPERIENCE ON DESIGN, CONSULTING AND SALES OF PLAYGROUND and SHADES PROJECTS _4 YEARS TOP PLAYGROUND DESIGNER FOR TOP LINE REC _OVER 1K PLAYGROUNDS PROJECTS SOLD IN 2023

This is not a comprehensive list, but here are some of our valued customers:

- CHARLOTTE COUNTY PUBLIC SCHOOLS
- DUVAL COUNTY PUBLIC SCHOOLS
- ORANGE COUNTY PUBLIC SCHOOLS
- VOLUSIA COUNTY SCHOOLS
- CHARLOTTE COUNTY PARKS & REC
- BREAVRD COUNTY PARKS & REC
- INDIAN RIVER PARKS & REC
- CITY OF POMPANO BEACH
- CITY OF NORTH PORT
- CITY OF JACKSONVILLE
- CITY OF MIAMI
- CITY OF FORT LAUDERDALE
- … and many others

Top Line
RECREATION

REFERENCE

PROJECT NAME: LIBERTY MAGNET SCHOOL

DATE OF COMPLETION: 02-14-2024

LOCATION: 6850 81ST STREET – VERO BEACH, FL 32967

SCOPE OF WORK: BURKE PLAYGROUND, INSTALLATION, MULCH

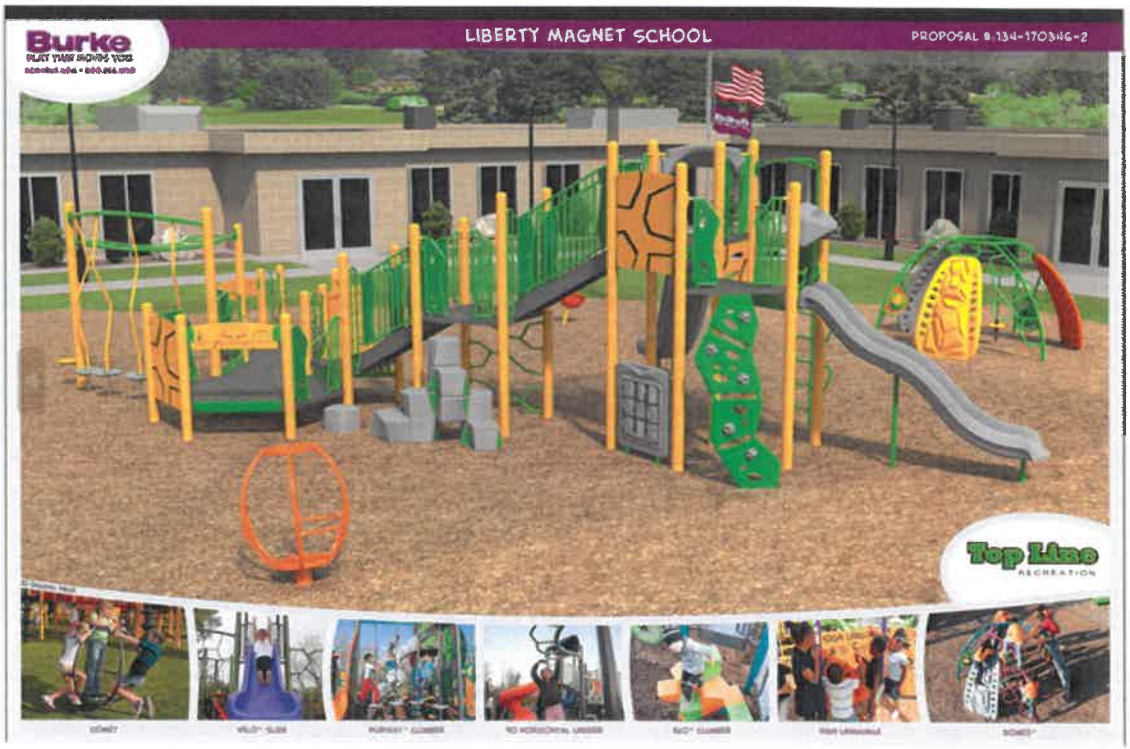
VALUE: $ 116,523.21

SALES REP: DEBBIE LLOYD

INSTALLATION: BUILDWORX CONSTRUCTION LLC

CUSTOMER: INDIAN RIVER SCHOOLS

CUSTOMER CONTACT: ROBERT MICHEL – 772-925-9120 – ROBERT.MICHAEL@INDIANRIVERSCHOOLS.ORG



2922 HOWLAND BLVD – SUITE 3 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

Top Line
RECREATION

REFERENCE

PROJECT NAME: LITTLE FRIENDS PRESCHOOL

DATE OF COMPLETION:

LOCATION: 651 BARNS BLVD – 2180 SE MORNINGSIDE BLVD – PORT ST LUCIE, FL 34952

SCOPE OF WORK: BURKE PLAYGROUND, INSTALLATION, SYNTHETIC TURF

VALUE: $ 247,934.44

SALES REP: DEBBIE LLOYD

INSTALLATION: BUILDWORX CONSTRUCTION LLC

CUSTOMER: MORNING SIDE ACADEMY

CUSTOMER CONTACT: LAUREN MONTERO – 772-335-5244 – LAUREN@MORNINGSIDEACADEMY.COM



2922 HOWLAND BLVD – SUITE 4 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

Top Line
RECREATION

REFERENCE

PROJECT NAME: CROSS BRIDGE CHURCH

DATE OF COMPLETION: 08-24-2023

LOCATION: 651 BARNS BLVD – ROCKLEDGE, FL 32955

SCOPE OF WORK: BURKE PLAYGROUND, SHADE SYETEMS, INSTALLATION, MULCH

VALUE: $ 458,617.95

SALES REP: DEBBIE LLOYD

INSTALLATION: BUILDWORX CONSTRUCTION LLC

CUSTOMER: CROSS BRIDGE CHURCH

CUSTOMER CONTACT: TERRY GUSLER – 614-961-9225 – BUSINESS@CROSSBRIDGENAZ.ORG



2922 HOWLAND BLVD – SUITE 3 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

CAPABILITY STATEMENT



Top Line
RECREATION

PARK & RECREATION EQUIPMENT-FLORIDA

1-800- 921-4509 • www.TopLineRec.com • info@toplinerec.com • 2922 Howland Blvd., Suite 4, Deltona, FL 32725

FEIN # 45-3004509
s-Corporation # P11000073376

NAICS Codes

237990 Playground Construction | **238990** Playground Equipment Installation | **314910** Awnings, Canopies, Shades Outdoor
423910 Playground Equipment and Supplies Merchant Wholesalers

Sonia M Perkins, *President*
386-575-8359
soniap@toplinerec.com

Terry R Perkins, *Vice President*
CPSI Certified
407-466-2909
terryp@toplinerec.com

CERTIFICATION

- Florida Minority Supplier Development Council
- Supplier Diversity & Outreach Program

DIFFERENTIATORS

Warranty consumer friendly | 30 years experience on commercial playgrounds and shades | Appropriate insurance | State wide coverage with expert project consulting | Ability to provide turn-key-project | Ability to customize your project to meet your needs | Purchasing contracts available.

OUR SERVICES

PLANNING & DESIGN | SUPPLY EQUIPMENT | INSTALLATION | MAINTENANCE

PRODUCTS

Playground Equipment Our playgrounds come from BCI Burke, a leader in playground, park and recreation equipment.

Safety Surfacing From Rubber Surfacing to Artificial Turf, Top Line is prepared to meet all your surfacing needs that help keep your kids safe and comfortable.

Field & Court Products Top Line proudly represents the leader in innovative product design, precision engineering and premium manufacturing of sports equipment.

Site Amenities Top Line offers a full line of park and commercial playground site amenities that will add value and comfort to any playground.

Shade & Shelters Our shade structures, covers, tents, awnings, umbrellas, and shade canopies are perfect for playgrounds, pools, bleachers, concession areas, schools, and other outdoor spaces.

Interactive Playgrounds the new way to play. Outdoor Electronic Playground that promotes active learning through active play.

OUR BRANDS

Burke — PLAY THAT MOVES YOU.
Exclusive Florida representative for Burke

Shade systems | Yalp | Americana | ForeverLawn SOUTHWEST

PURCHASING CONTRACTS

NATIONALIPA EXPERIENCED • FOCUSED • TRUSTED | HGACBuy | OMNIA PARTNERS | equalis GROUP | Sourcewell Awarded Contract Contract # 010521-BUR | Brevard Public Schools | St. Johns County Florida

VISION

Position Top Line Recreation as a leading company within our industry as your partner! We are knowledgeable and experienced about the entire playground process and will work with you from site evaluation and design to project completion.

MISSION

To help create safe and healthy environments for people to practice the art of living. Our philosophy is to collaborate with you and your organization, in designing a customized play and park environment that meets your unique interests and needs. It is Top Line Recreation's mission to make sure your play environment exceeds all your expectations!

WE PROUDLY REPRESENT

Burke
PLAY THAT MOVES YOU.

EXCLUSIVE FLORIDA REPRESENTATIVE
Playground and Fitness Equipment
www.bciburke.com

Shade Systems Inc:
Shade Structures, Canopies, Umbrellas, & Awning Covers
www.shadesystemsinc.com

Americana:
Pavilions, Commercial Park Shelters, & Commercial Walkways
www.americana.com/commercial

Forever Lawn:
Playground Grass, Sports Grass, Golf Grass, K9 Grass
www.foreverlawn.com

Frog Furnishings:
Recycled Plastic Site Amenities
www.frogfurnishings.com

Patterson-Williams:
Site Furnishings
www.patterson-williams.com

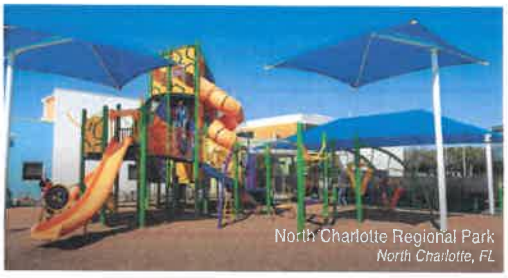
Premier Polysteel:
Outdoor Furniture
www.premierpolysteel.com

PW Athletic:
Athletic Equipment
www.pwathletic.com

YALP:
Interactive Playgrounds
www.yalp.com

SIGNATURE PROJECTS


John Knox Village
Pompano Beach, FL


North Charlotte Regional Park
North Charlotte, FL


27th Ave Beachfront Park
New Smyrna Beach, FL


Princess Meadows
Coral Springs, FL


Fortune Athletic Complex
Kissimmee, FL


Merrit Park
Delray Beach, FL



Top Line
RECREATION

1-800- 921-4509
www.TopLineRec.com
info@toplinerec.com
2922 Howland Blvd., Suite 4
Deltona, FL 32725

Top Line
RECREATION

OPERATIONS PLAN and APPROACH

To Whom It May Concern:

Below is the typical schedule for playground related projects:

-Upon issuance of Purchase Order or deposit payment from customer, Top Line inputs puts order with the designated manufacturer within 1-2 business days.

-Engineering is requested as soon as we receive the confirmation back from our manufacture with the shipping date of equipment and our purple books to send for engineering. Engineering takes approximately 2-3 weeks to receive back from the engineering firm. Once received it is hand delivered to the installer to submit with the permit application.

-Permitting process will be started by our installers as soon as we hand off the engineering reports and the installer has received the site plan with defined setbacks outlined. Permitting is turned around within 6-8 weeks from the municipality.

-The Manufacturers typical turnaround time for playground equipment is within 10-12 weeks.

-Shipping of the playground equipment takes no longer than 5-7 business days.

-Installation of the playground equipment varies upon different scenarios (all equipment shows up without any missing hardware, job site not ready, too much rain, etc.) On a perfect installation, it should take a maximum of 2 weeks installation. Our installers are CPSI certified with 20 years of experience and training on Playgrounds construction.

-Invoices are send when job is complete following instruction on Purchase orders or contracts.

Jennifer Janelle
Project Manager
Top Line Recreation, Inc.

Top Line
RECREATION

DELIVERABLE TIMELINE:

As pertaining to the playground structure and equipment, design time can vary greatly depending on revisions, changes, and final agreement on the design. Designing from scratch to first draft can take between 3-7 business days and if that design is accepted, that's all there is for design.

After that, nothing happens until an order is placed. Once the order is placed, manufacturing time is between 6-8 weeks at the current time.

Once manufacturing and packaging is finished, it goes into shipping, which normally takes about a week to travel from the manufacturing plant in Wisconsin to the job site in Florida.

During this time, engineered drawings are requested, so that we can use them for permitting.

Permitting time can vary greatly and that all depends on the department and how fast things move. Our installation teams apply and follow up regularly to make sure things are moving along, but the processing is out of our hands.

For delivery of equipment to the job site, we time that with permitting to make sure when it arrives, we're good to start construction.

From construction start to finish, it could take a few days to two weeks, depending on the complexity of the entire project. Most projects are completed within a week.

Weather, rain, and ground water can affect the timeline as well.

2922 HOWLAND BLVD • SUITE 4 • DELTONA, FL 32725 • PHONE 386-575-8359 • WWW.TOPLINEREC.COM

NSB BID ESTIMATED SCHEDULE UPON AWARDED BID

RFP 25-24-CW: Mary Avenue Tot Lot Improvements

	ORDER EQUIP	FILE PERMIT	DEMO EQUIP	GROUND PREP	Equipment Delivery	Install Equipment	Install of PIP	Final Punch	Final Inspection
Mary Avenue Park	2 Days	3 - 4 Weeks	TBD	3 Days to 1 Week	8-9 Wks	1 - 2 1/2 Weeks	1 - 1 1/2 Weeks	1-2 Days	1-2 Days
Mary Avenue Park	Upon Receipt of Contract	Upon receipt of engineered drawings (approx. 3 weeks after order is placed)	City of NSB responsible for removal of existing playground, swings and EWF	Any remaining ground prep to start prior to playground equipment delivery	Upon Receipt of Contract and placement of order to Burke	Depending on complexity of playground design and receipt of permit in hand. Does not include weather delays	PIP Install to start upon completion of playground. Timeline does not include time for PIP to cure (approx. 48-72 hours)	Upon Completion of PIP	Upon Completion of PIP

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2024**

15.

QUOTE

QUOTE #	TLRQ5693
PROJECT:	Mary Avenue

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:

Janet Vivian
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168
386-410-2654
jvivian@cityofnsb.com

Ship to:

Janet Vivian
City of New Smyrna Beach
Mary Avenue Park
505 Mary Avenue
New Smyrna Beach, FL 32168
386-410-2654
jvivian@cityofnsb.com

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Debbie Lloyd	NET 30	Jul 15, 2024	Aug 15, 2024

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		RFP 23-24-CRA: Mary Avenue Tot Lot Improvements		
		School Board of Volusia County MTS-906BC		
1	134-188242-1	Burke Mary Avenue Park Improvements • Project Number: 134-188242-1 • User Capacity: 70 • Age Groups: 5 to 12 • Dimensions: 72' 6"x46' 0"	$82,518.00	$82,518.00
		5.0% Discount SBVC		-$4,125.90
1	SPECPRICE	Burke Special Price Discount	-$8,979.10	-$8,979.10
1	ENG1DM	FL Engineer Sealed Drawings & Calculations	$1,218.75	$1,218.75
1	FREIGHT	Burke charges to New Smyrna Beach, FL	$5,625.00	$5,625.00
62	APS12	12" APS Playground Border and spikes	$33.33	$2,066.46
		5.0% Discount SBVC		-$103.32
1	APSRMP	(1) APS Half Ramp for use with APS-Border	$513.33	$513.33
		5.0% Discount SBVC		-$25.67
1	FREIGHT	Action Play charges to New Smyrna Beach, FL	$550.00	$550.00
3	PB4-CPAE	Frog Furnishings Comfort Park Ave Bench Color: Brown	$497.25	$1,491.75
		5.0% Discount SBVC		-$74.59
1	FREIGHT	Frog Furnishings charges to New Smyrna Beach, FL	$425.00	$425.00
1	ADAPATH	515 SF Bonded Rubber Mulch Poured-In-Place Access Path Thickness: 6" Color: As selected by the owner from standard colors Work to Include: 1. Install 6" high wood forms for the ADA path and connections to various play equipment components as shown on the site plan. 2. Install new PIP safety surface cushion base 4" thick inside the form. 3. Install new PIP bonded rubber mulch 2" thick over the cushion base for a total thickness of 6" as per specifications. 4. Remove wood forms.	$19,948.05	$19,948.05

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		3.0% Discount SBVC		-$598.44
1	DEMO	Demo and removal of (28) Concrete footers *NOTE: New Smyrna Beach will be responsible for demo and removal of existing playground.	$7,466.67	$7,466.67
		5.0% Discount SBVC		-$373.33
1	INSTALL	Installation of Burke #134-188242-1 and Borders	$31,769.92	$31,769.92
		5.0% Discount SBVC		-$1,588.50
1	PERMIT	Volusia County/New Smyrna Beach Permit Submittal Service *Includes Permit Submittal, County Permit Fees, Inspection, Final COC	$2,439.02	$2,439.02
		NOTE: City of New Smyrna Beach will be responsible for installation of necessary (EWF) Engineering Wood Fibers AFTER the installation of new playground.		

SUBTOTAL	$140,163.10
TAX RATE	
SALES TAX	$0.00
TOTAL	$140,163.10

Please contact me if I can be of further assistance.
Debbie Lloyd 407-579-1410

16.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 23-24-CRA: MARY AVENUE TOT LOT IMPROVEMENTS
Reference Questionnaire for: TOP LINE RECREATION INC

Name and title of Individual completing this form: Rod Bargainer, Recreation & Leisure Services Manager

Name of Organization: City of Kissimmee Parks & Recreation

Telephone Number: 407-518-2363 Email Address: rod.bargainee@kissimmee.gov

Dates of services received: April 2024

Description of services provided by the above-mentioned firm to your organization: Top Line Recreation Inc. provided the installation of a new 20 x 40 pavilion. The scope of work included site preparation, construction of the pavilion structure, and ensuring compliance with local building codes and safety standards. The pavilion features a durable roofing system, sturdy support columns, and a concrete foundation to ensure longevity and stability. This new structure will provide a shaded area for community events, recreational activities, and gatherings, enhancing the overall functionality and aesthetic appeal of the park.

The City of New Smyrna Beach received a proposal from the above-mentioned Consultant/Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the Contractor's quality of work, did it meet or exceed your expectations?	5
2	Rate how effective the Contractor communicated throughout the project process.	5
3	Rate how well the contractor adhered to timelines and stay within budget.	5
4	Rate how setbacks or unexpected challenges were managed by the contractor.	5

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Top Line Recreation Inc. is a premier provider of parks and recreation solutions, renowned for their exceptional level of service and expertise. With years of experience in the industry, Top Line Recreation has established a solid reputation for delivering high-quality projects that enhance community spaces. Their team of skilled professionals is dedicated to assisting with every aspect of parks and recreation projects, from initial planning and design to installation and maintenance.

Top Line Recreation's commitment to excellence is evident in their meticulous attention to detail and their ability to tailor solutions to meet the unique needs of each project. They work closely with clients to ensure that every project is completed on time, within budget, and to the highest standards of quality. Whether it's installing state-of-the-art playground equipment, constructing durable sports facilities, or creating inviting public spaces, Top Line Recreation consistently delivers outstanding results that promote community well-being and engagement.

Their expertise extends to understanding the latest industry trends and incorporating innovative designs that prioritize safety, accessibility, and sustainability. With a customer-centric approach, Top Line Recreation is dedicated to fostering strong relationships with clients and ensuring their complete satisfaction. When it comes to parks and recreation projects, Top Line Recreation stands out as a trusted partner, committed to enhancing the quality of life for communities through expertly crafted recreational spaces.

The City of New Smyrna Beach will only accept this completed form from the above listed individual that is completing the survey. Please email this completed survey to: purchasing@cityofnsb.com prior to July 15, 2024 with RFP 23-24-CRA in the subject line.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 23-24-CRA: MARY AVENUE TOT LOT IMPROVEMENTS
Reference Questionnaire for: TOP LINE RECREATION INC

Name and title of Individual completing this form: Leslie Donar, Bookkeeper

Name of Organization: Manatee Elementary

Telephone Number: 321-433-0050 ext 46804 Email Address: donar.leslie@brevardschools.org

Dates of services received: 3-1-23 till 11/1/23 for new playground and on going for new projects

Description of services provided by the above-mentioned firm to your organization: Top Line Recreation provided quotes and coordinated delivery and installation of a new playground for our elementary school.

The City of New Smyrna Beach received a proposal from the above-mentioned Consultant/Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the Contractor's quality of work, did it meet or exceed your expectations?	5
2	Rate how effective the Contractor communicated throughout the project process.	5
3	Rate how well the contractor adhered to timelines and stay within budget.	5
4	Rate how setbacks or unexpected challenges were managed by the contractor.	5

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Debbie and team at Burke Top Line were great about communication, execution and follow-up during the quote process, delivery, installation and any needs with our new playground. From the first walk through for a quote till the final installation of our playground we couldn't have been more pleased with the service we received.

The City of New Smyrna Beach will only accept this completed form from the above listed individual that is completing the survey. Please email this completed survey to: purchasing@cityofnsb.com prior to July 15, 2024 with RFP 23-24-CRA in the subject line.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 23-24-CRA: MARY AVENUE TOT LOT IMPROVEMENTS
Reference Questionnaire for: TOP LINE RECREATION INC

Name and title of Individual completing this form: Jessica Keenan, Town Clerk

Name of Organization: Town of Grant-Valkaria

Telephone Number: 321-951-1380 Email Address: info@grantvalkaria.org

Dates of services received: November 2023

Description of services provided by the above-mentioned firm to your organization: fitness equipment

The City of New Smyrna Beach received a proposal from the above-mentioned Consultant/Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the Contractor's quality of work, did it meet or exceed your expectations?	5
2	Rate how effective the Contractor communicated throughout the project process.	5
3	Rate how well the contractor adhered to timelines and stay within budget.	5
4	Rate how setbacks or unexpected challenges were managed by the contractor.	5

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Top Line Recreation provided good communication throughout the course of the project. They came in on budget and on schedule. We would utilize them in the future.

The City of New Smyrna Beach will only accept this completed form from the above listed individual that is completing the survey. Please email this completed survey to: purchasing@cityofnsb.com prior to July 15, 2024 with RFP 23-24-CRA in the subject line.

18.

FINANCIAL STABILITY STATEMENT

To whom it may concern:

SONIA M PERKINS – PRESIDENT OF TOP LINE RECREATION, INC on July 22, 2024, declare that Top Line Recreation, INC a S Corporation with FEIN number 45-3009109 located at 2922 Howland Blvd suite 4 city of Deltona, Fl 32725 and all its sub-contractors are financially stable and have the necessary resources, human and financial, to provide the level required , upon Request a third party financial verification will be provided.

Sonia Perkins

SONIA M PERKINS

07-22-24

Date

19.

SAM.GOV®

TOPLINE RECREATION INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
MGYMKHLNMZH8	**7XKN5**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Jul 8, 2025**	
Physical Address	Mailing Address	
2922 Howland BLVD STE 4 **Deltona, Florida 32725-2900** **United States**	**2922 Howland Boulevard** **Suite 4** **Deltona, Florida 32725** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Topline Recreation, Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 07	**Florida / United States**	**https://www.toplinerec.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 10, 2024	**Jul 8, 2024**	**Aug 24, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 16, 2011	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure
For Profit Organization

Socio-Economic Types

Minority-Owned Business
Economically Disadvantaged Women Owned
Small Business
Women-Owned Small Business
Women-Owned Business
Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
7XKN5

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********47**

Lock Box Number
(blank)

Financial Institution
BANK OF AMERICA, N.A.

Account Number
*********35**

Automated Clearing House

Phone (U.S.)
3865758359

Email
soniap@toplinerec.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

SONIA M PERKINS
2922 Howland BLVD
Suite 4
Deltona, Florida 32725
United States

Taxpayer Information

EIN
*******9109**

Type of Tax
Applicable Federal Tax

Taxpayer Name
TOPLINE RECREATION INC

Tax Year (Most Recent Tax Year)
2023

Name/Title of Individual Executing Consent
President

TIN Consent Date
Jul 8, 2024

Address
2922 Howland BLVD
Deltona, Florida 32725

Signature
SONIA M PERKINS

Points of Contact

Accounts Receivable POC

SONIA M PERKINS, PRESIDENT
soniap@toplinerec.com
3865758359
1386-5758359 (Non-US Phone)

Electronic Business

SONIA M PERKINS, PRESIDENT
soniap@toplinerec.com
3865758359
1386-5758359 (Non-US Phone)

2922 Howland BLVD
Suite 4
Deltona, Florida 32725
United States

Government Business

TERRY R PERKINS, VICE-PRESIDENT
terryp@toplinerec.com
3865758359

2922 Howland BLVD
Suite 3
Deltona, Florida 32725
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
(blank)

Counties
(blank)

Metropolitan Statistical Areas
(blank)

20.

State of Florida
Department of State

I certify from the records of this office that TOPLINE RECREATION INC. is a corporation organized under the laws of the State of Florida, filed on August 17, 2011, effective August 16, 2011.

The document number of this corporation is P11000073376.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2024

Secretary of State

Tracking Number: 6575965205CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: MARY AVENUE TOT LOT IMPROVEMENTS

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip
100	1	4	YES	45-3009109	84-3967751	TOP LINE RECREATION INC		DELTONA	FL	32725

Name/Title: SONIA M PERKINS - PRESIDENT

Signature: Sonia Perkins

Date: 07-22-2024

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Americans
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

1099

21.

THIS CERTIFIES THAT

Top Line Recreation, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238990; 339920; 423910; 423390

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/01/2023		FL04221
Issued Date		**Certificate Number**
10/01/2024	**Ying McGuire** **NMSDC CEO and President**	**Beatrice Louissaint, President & CEO**
Expiration Date		

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

1100

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
TOP LINE RECREATION INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
2922 HOWLAND BLVD - SUITE 4

6 City, state, and ZIP code
DELTONA, FL 32725

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 5 - 3 0 0 9 1 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Date 05-05-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

This Certificate Expires on December 31, 2024

DR-13
R. 10/23

Business Name and Location Address

TOP LINE RECREATION INC
2922 HOWLAND BLVD STE 4
DELTONA, FL 32725-2900

Certificate Number

74-8017064943-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

dun & bradstreet

07/22/2024
SONIA PERKINS,
The following is the Dun & Bradstreet D-U-N-S® Number for **Topline Recreation Inc.**
D-U-N-S number: **061966478**

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of DELTONA

Before me, the undersigned authority, personally appeared SONIA M PERKINS

who was duly sworn, deposes, and states:

1. I am the PRESIDENT of TOP LINE Recreation with a local office in DELTONA, FL (City & State) and principal office in DELTONA, FL (City & State).
2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 23-24-CRA, Mary Avenue Tot Lot Improvements.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

SONIA M PERKINS
Typed Name

Signed

PRESIDENT
Title

07-18-24
Dated

Sworn to and subscribed before me this 18 day of July 2024.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of FL County of Volusia

Jennifer Janelle
Printed, typed, or stamped commissioned name of notary public

My commission expires: 3/27/27

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by SONIA M PERKINS - PRESIDENT
(Print Individual's Name and Title)
for TOP LINE RECREATION INC
(Print Name of Entity Submitting Sworn Statement)
whose business is S CORPORATION

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3009109

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sonia Perla
(Signature)

Sworn and subscribed before me this 18 day of July 2024.

Personally known X

OR produced identification _____

_____
(Type of Identification)

Jennifer Janelle
(Notary)

Notary Public State of FL

My commission expires: 3/27/27

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of FL

County of VOLUSIA

SONIA M PERKINS, being first duly sworn, deposes and says that:

He/she is PRESIDENT of TOPLINE Recreation, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Sonia Perkins
Signed

PRESIDENT
Title

Subscribed and sworn to before me this 18 day of JULY, 2024.

Jennifer Janelle

Project Coord
Title

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

My Commission Expires: 3/27/27

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Sonia Perkins

Print Name: SONIA PERKINS

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

18 Day of JULY, 2024. She/He is personally known to me or has produced

_____ As identification.

Notary Public

My commission expires: 3/27/27

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

VENDOR INFORMATION

BID #:	RFP 23-24-CRA
BID TITLE:	MARY AVENUE TOT LOT IMPROVEMENTS

Respondent Information

Company Name: TOP LINE RECREATION, INC	Federal Employer Identification Number or SS Number: 45-3009109 DUN Number: 06-196-6478
Mailing Address: 2922 HOWLAND BLVD - ST 4	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: DELTONA, FL 32725	Incorporated in the State of: FLORIDA
Corporate Address: 2922 HOWLAND BLVD - ST 4	What kind of business: "For Profit" or "Not for Profit" "FOR PROFIT" Is Firm in good standing: (X)Yes or No
City, State, Zip Code: Deltona, FL 32725	Authorized to transact business in Florida (X)Yes or No
Telephone No. 386-575-8359	State of Florida Department of State Certificate of Authority Document No: P11000073376
Email Address: SONIAP@TOPLINEREC.COM	

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: SONIA M PERKINS — Vice President: TERRY R PERKINS

Secretary: JENNIFER JANELLE — Treasurer: N/A

Other: ROB WILSON - GENERAL MANAGER — Other: DEBBIE LLOYD - PROJECT CONSULTANT

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Sonia Perkins

Authorized Signature

SONIA M PERKINS

Printed Name

Title: PRESIDENT

Date: 07-18-2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 07-18-2024

VENDOR NAME: TOP LINE RECREATION INC

VENDOR DBA: TOP LINE RECREATION INC

PRODUCT/SERVICE PROVIDED: PLAYGROUND EQUIPMENT, SHADES, PAVILIONS, SITE AMENITIES, SAFI

DEPARTMENT: PARKS & RECREATION - SCHOOLS

PREPARED BY: SONIA M PERKINS - PRESIDENT

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
2922 HOWLAND BLVD	SAME	SAME AS MAILING
ADDRESS	ADDRESS	ADDRESS
ST 4		
CITY/STATE	CITY/STATE	CITY/STATE
DELTONA, FL		
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: SONIA M PERKINS

E-MAIL: SONIAP@TOPLINEREC.COM

OFFICE PHONE: 386-575-8359

FAX:

MOBILE PHONE: 407-860-6668

FEDERAL TAX ID#: 45-3009109

DUNS Number: 06-196-6478

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
TOP LINE RECREATION INC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2922 HOWLAND BLVD - ST 4

Requester's name and address (optional)

City, state, and ZIP code
DELTONA, FL 32725

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
45 3009109

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 07-18-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

TOP LINE RECREATION INC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

SONIA M PERKINS - PRESIDENT

OFFICER TITLE

07-18-24

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature and Title

Date: 07-18-24

SONIA M PERKINS - PRESIDENT

Print Name and Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # N/A described as:

N/A.

TOP LINE RECREATION, INC — Firm

07-18-2024 — Date

Authorized Signature and Title

SONIA M PERKINS - PRESIDENT — Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Sonia Perkins

Authorized Signature

Date: 07-18-2024

SONIA M PERKINS - PRESIDENT

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Sonia Perkins

Authorized Signature and Title

Date: 07-18-2024

SONIA M PERKINS - PRESIDENT

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	BUILDWORX LLC		
City, State:	WINTER GARDEN, FL 34787		
Description of Work:	INSTALLATION		
Percent of Contract Price:	30	*Previous Experience Together:*	☒ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: TOP LINE RECREATION, INC

FEIN: 45-3009109

Authorized Representative Name and Title: SONIA M PERKINS - PRESIDENT

Address: 2922 HOWLAND BLVD - ST 4

City: DELTONA State: FL Zip: 32725

Phone Number: 386-575-8359 Email Address: SONIAP@TOPLINEREC.COM

Certified By: SONIA M PERKINS PRESIDENT

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include:**

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	FLORIDA	
Principal Place of Business (Enter Address)	2922 HOWLAND BLVD - ST 4 DELTONA, FL 32725	
Federal I.D. Number	45-3009109	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: TOP LINE RECREATION - SONIA M PERKINS - PRESIDENT

Mailing Address: 2922 HOWLAND BLVD - st 4 Deltona, FL 32725

Telephone Number: 386-575-8359 Fax Number: _____ E-mail Address: SONIAP@TOPLINEREC.COM

Authorized Signature | SONIA M PERKINS (Printed Name) | 45-3009109 (FEIN)

PRESIDENT (Title) | 07-18-24 (Date)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Addendum 1
RFP 23-24-CRA: Mary Avenue Tot Lot Improvements
June 28, 2024

TO ALL PROPOSERS: Notice is hereby given to all Proposers that this is Addendum 1 to RFP 23-24-CRA: Mary Avenue Tot Lot Improvements, issued June 19, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment 1: Pre-bid Sign Sheet & Recording
Attachment 2: Agenda
Attachment 3: CDBG Requirements

Revisions: The following sections of the RFP document has been revised.

- Section 11 includes a draft construction contract. This replaces the professional services contract originally provided.
- Section VI has been revised to include the following terms and conditions.
  - Claims and Damages
  - Commencement of work
  - Effectiveness and Duration
  - Liquidated Damages
  - Off-Site Liability Coverage
  - Payments to the Contractor
  - Performance Bond, Material Bond and Warranty of Title
  - Safety and Health Regulations
  - Sanitary Regulations

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): SONIA PERKINS Proposer Signature: Sonia Perkins

TOP LINE RECREATION INC

Firm Name (Please Print)

Addendum 2
RFP 23-24-CRA: Mary Avenue Tot Lot Improvements
July 22, 2024

TO ALL PROPOSERS: Notice is hereby given to all Proposers that this is Addendum 2 to RFP 23-24-CRA: Mary Avenue Tot Lot Improvements, issued June 19, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

1. **Question:** The RFP states, "Project includes a 160 LF of rubberized pathway (minimum 36 inches wide, 6 inches thick, or accepted material meeting fall zone criteria for ADA accessible to playground equipment. Cross-slopes must not exceed 2% and running slopes (longitude) to not exceed 5% slopes per ADA. Total rubberized area 515 SF." What surfacing does the city want under the swings and new playground structure? Does the city want PIP rubber surfacing or does the city want engineered wood fiber mulch with rubberized pathways?

   Answer: The RFP states, "Project includes a 160 LF of rubberized pathway (minimum 36 inches wide, 6 inches thick, or accepted material meeting fall zone criteria for ADA accessible to playground equipment. Cross-slopes must not exceed 2% and running slopes (longitude) to not exceed 5% slopes per ADA. Total rubberized area 515 SF." What surfacing does the city want under the swings and new playground structure? Does the city want PIP rubber surfacing or does the city want engineered wood fiber mulch with rubberized pathways?

2. **Question:** We understand the city is removing the existing mulch and will replace the mulch once installation is complete, but what about the existing plastic playground borders that hold the mulch in? If they're as old as that playground, I'd assume you would want those replaced, but it is a sizable line item, so I wanted to see if you wanted those included in the bid.

   Answer: Please include the cost to replace as an alternative as we were anticipating the border being replaced and installed.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): SONIA PERKINS Proposer Signature: Sonia Perkins

TOP LINE RECREATION INC

Firm Name (Please Print)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: MARY AVENUE TOT LOT IMPROVEMENTS
Agency Name: TOP LINE RECREATION INC
Contact person: SONIA M PERKINS Title: PRESIDENT
Address of business: 2922 HOWLAND BLVD - ST 4 DELTONA, FL 32725
Telephone number: 386 - 575-8359 Fax number: 888-909-0549
E-mail address: SONIAP@TOPLINEREC.COM
Federal Employer Identification Number/SSN: 45-3009109

1. Type of business:
(Check one) ☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☒ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2023 AMI →
Maximum annual gross income for very low-income individual: $ 27,100
Maximum annual gross income for low-income individual: $ 43,350

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: SONIA M PERKINS
Signature: Sonia Perkins
Date: 07-22-2024
Title: PRESIDENT

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: N/A

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Project Workforce

Project Name: MARY AVENUE TOT LOT IMPROVEMENTS

Agency Name: TOP LINE RECREATION INC

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

1125

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Pre-Certification

This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins. An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: TOP LINE RECREATION INC

Agency Name: MARY AVENUE PARK TOT LOT

Material	Will this material be purchased for the project?	Will the purchased material be produced in the United States?	Manufacturers *(List all planned to utilize)*
Iron	☐ Yes ☒ No	☐ Yes ☒ No	
Steel	☒ Yes ☐ No	☒ Yes ☐ No	BCI BURKE
Non-ferrous metals	☐ Yes ☒ No	☐ Yes ☒ No	
Lumber	☐ Yes ☒ No	☐ Yes ☒ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☒ Yes ☐ No	☒ Yes ☐ No	BCI BURKE
All other plastic- and polymer-based products	☒ Yes ☐ No	☒ Yes ☐ No	BCI BURKE
Glass	☐ Yes ☒ No	☐ Yes ☒ No	
Fiber optic cable	☐ Yes ☒ No	☐ Yes ☒ No	
Optical fiber	☐ Yes ☒ No	☐ Yes ☒ No	
Engineered wood	☐ Yes ☒ No	☐ Yes ☒ No	
Drywall	☐ Yes ☒ No	☐ Yes ☒ No	

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: SONIA PERKINS

Signature: [signature]

Date: 07-22-24

Title: PRESIDENT

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

RECOMMENDATION OF AWARD

To: Janet Vivian

Date: August 27, 2024

RE: RFP 23-24-CRA, Mary Avenue Tot Lot Improvements

It is recommended that the Mary Avenue Tot Lot Improvement Project be awarded to Topline Recreation, Inc Contractors. Based on the initial proposal, and shortlisted presentation the evaluation committee has determined that the selected vendor best meets the criteria as the most qualified and responsive bidder and supports the overall needs of the City of New Smyrna Beach as set forth in the RFP.

"As determined and agreed by the committee, Topline Recreation, Inc. Contractors meets or exceeds minimum technical requirements set forth in the RFP relative to the following: (seeking a contractor to replace the existing playground equipment and include all playground equipment and structures as outlined in the attached site plans). This project is federally funded, and the awarded contractor will be subject to Federal Labor Standards which includes, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 , Build America, Buy America (BABA)& M/WBE.

The agreed upon terms will commence as stated in the executed documents.

COMMITTEE MEMBER NAME: Tuan Huynh, P.E.

COMMITTEE MEMBER SIGNATURE: 

TITLE: Senior Civil Engineer

DATE: August 27, 2024

NOTE: This form is to be signed by a person with training or education in the specific scientific or technical field.

Send completed form to: City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida
32168
Or JVivian@cityofnsb.com

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this 30 day of Aug, 2024, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and Topline Recreation, Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **BID RFP 23-24-CRA, Mary Avenue Tot Lot Improvements.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

RFP 23-24-CRA, Mary Avenue Tot Lot Improvements
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 140,163.10

Spelled out: One hundred forty thousand one hundred sixty-three and ten dollars.

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Sixty (60)** consecutive

Contractor's Initials: JP

calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

Contractor's Initials: SP

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

Compliant with Florida Statures, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

Contractor's Initials: SP

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
Authorized Signature	*Authorized Signature*
Jennifer Janelle / Project Coord.	SONIA PERKINS - PRESIDENT
Print Name and Title	*Print Name and Title*
2922 Howland Blvd #4	2922 HOWLAND BLVD - ST 4
Address	*Address*
Deltona, FL 32725	DELTONA, FL 32725
City, State, Zip	*City, State, Zip*
8/30/2024	08-30-2024
Date	*Date*

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2024 under Agenda Item No._____.

Contractor's Initials: _____

City Commission Regular Meeting
Tuesday, June 27, 2023, at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:33 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Randy Hartman, Commissioner Jason McGuirk, Commissioner Lisa Martin and Commissioner Valli Perrine.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Sheila Turner gave the invocation. Christopher Edwards, Director of Economic Development led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the addition of three (2) Consent Agenda items:

- 7.U Consider the approval of an agreement amendment for the Restoration and Stabilization of the Old Fort Wall and the accompanying Restrictive Covenants.

- 7.V Consider the approval of an agreement amendment for the City of New Smyrna Beach's Woman's Club Restoration and Stabilization.

- 7.W Consider the approval of a temporary bridging leasing agreement.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing July as National Parks and Recreation Month

4.B Presentation: Southeast Volusia Manufacturing and Technology Coalition (SEVMTC) Overview

4.C Update: Parking Task Force Chair Tony Otte will provide a progress report/update to the City Commission

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Commission consensus directed Rob Salazar, Director of Leisure Services, to bring a special event proposal for the Canal Street car show to a future City Commission Meeting.

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Workshop and CRA Regular Meeting Minutes from June 13, 2023.
Unanimously adopted

7.B Resolution 29-23: Consider the adoption of a Resolution, which if adopted, would amend FY 2022-2023 budget.
Unanimously adopted

7.C Resolution No. 30-23: Consider the adoption of a Resolution, which if adopted, would approve a gap grant award, in the amount of $42,800, to Mary S. Harrell Black Heritage Museum, Inc. as supplemental funding to a Florida Department of State African American Cultural and Historical Grant award of $139,200 for exterior facade and property improvements related to a Museum Annex Development Project at 314 N. Duss Street, New Smyrna Beach, FL.
Unanimously adopted

7.D Consider the approval for the City of New Smyrna Beach to participate in the US Department of Commerce Economic Development Administration (EDA) and International Economic Development Council (IEDC) Economic Recovery Corps (ERC) Fellow Program in partnership with the Southeast Volusia Manufacturing and Technology Coalition and the Cities of Edgewater and Oak Hill.
Unanimously approved

7.E Consider approval for the City of New Smyrna Beach to participate in the US Department of Commerce Economic Development Administration FY 2023 Regional Technology and Innovation Hub Program Notice of Funding Opportunity Application Process in partnership with the Southeast Volusia Manufacturing & Technology Coalition and the Cities of Edgewater and Oak Hill.
Unanimously approved

7.F Consider the approval of the use of CDBG funds for recreational improvements at the Mary Avenue Tot Lot located at 505 Mary Avenue.
Unanimously approved

7.G Consider the approval of a Dock Easement Agreement to allow for a single-family, two slip, residential dock to be located across from property addressed as 1100 South Riverside Drive.
Unanimously approved

7.H Consider the approval of an Easement for Ditch Clearing.
Unanimously approved

7.I Consider the approval of the removal of Surplus Equipment to Auction or Scrap Bins.
Unanimously approved

7.J Consider the approval of an application for a Sidewalk Café Agreement for the Little Griddle restaurant located at 412 Canal Street.
Unanimously approved as amended, the pedestrian walkway shall have a five-foot width from the light post, and the trash receptacles may not be used by the restaurant.

7.K Consider the approval of an extension of the Memorandum of Agreement (MOA) with FDOT for Highway Maintenance.
Approved 4-1 by majority vote, with Mayor Cleveland voting no.

7.L Consider the approval of a Temporary Road Closure Request for North Riverside Drive between Washington Street and Julia Street.
Unanimously approved

7.M Consider the approval of Contract Renewals for Professional Engineering Services.

Unanimously approved

7.N Consider the approval of Contract Renewal for Engineering Services for Marine Applications.
Unanimously approved

7.O Consider the approval of DRMP Post Design Services in the amount of $204,664.75 for the 5th Street Bridge Replacement Project.
Unanimously approved

7.P Consider the approval of the Pegasus Contract HMGP regarding Grant Assessment Service.
Unanimously approved

7.Q Consider the approval of the Pegasus Agreement regarding a HMGP Grant Application to Mitigate & Rebuild 4 Homes.
Unanimously approved

7.R Consider the approval of a Pegasus Agreement regarding Services for the HMGP Grant to Elevate 9 Homes.
Unanimously approved

7.S Consider the approval of a Pegasus Agreement regarding Services for the HMGP Grant to Elevate 18 Homes.
Unanimously approved

7.T Special Event: Consider the approval of the Flamingo Follies Arts & Crafts Show 2023 on November 11 & 12, 2023.
Unanimously approved

7.U Consider the approval of an agreement amendment for the Restoration and Stabilization of the Old Fort Wall and the accompanying Restrictive Covenants.
Unanimously approved

7.V Consider the approval of an agreement amendment for the City of New Smyrna Beach's Woman's Club Restoration and Stabilization.
Approved 3-2 by majority vote, with Commissioner Martin and Commissioner Perrine voting no.

7.W Consider the approval of a temporary bridging leasing agreement.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Discussion on allocation of Opioid Funds
Unanimously approved

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider the review and approval of a Class III Site Plan for the Oakwiler Townhome Village, which if approved, would allow development of an approximately 7-acre property located along Saxon Drive within the last remaining undeveloped portion of the Hog Eye Camp PUD.
Unanimously adopted

9.B Conduct a Quasi-Judicial Public Hearing to consider the approval of a plat, for Shell Pointe PUD Phases 1 and 2 Final Plat and Construction Documents (S-3-22) and authorize the Mayor to execute the Contract for Plat Recording on behalf of the City.
Unanimously adopted as amended to include the addition of the traffic calming measures and the amenities, which shall be completed before the issuance of the Certificate of Occupancy for phase three.

9.C Conduct a Quasi-Judicial Public Hearing to consider the approval of Special Exception Application No. SE-4-23 regarding the property located at 300 Magnolia Street, allowing golf cart sales in the Mixed-Use zoning district.
Unanimously adopted

9.D Ordinance No. 33-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would revise charges for household and commercial Solid Waste.
Adopted by 3-2 majority vote, with Commissioner Martin and Mayor Cleveland voting no.

9.E Ordinance No. 34-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would vacate a portion of Platted Mildred Avenue and Main Street. These sections of un-opened right-of-way are located between Louella Street and North Glencoe Road.
Adopted by 4-1 majority vote, with Commissioner Martin voting no.

9.F Ordinance No. 35-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.64 + acres of land for property located at 360 South Wild Orange Drive.
Unanimously adopted

9.G Ordinance No. 36-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment to changing the Future Land Use map to Low Density Residential for property located at 360 South Wild Orange Drive as part of an overall annexation application.
Unanimously adopted

9.H Ordinance No. 37-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.64+ acres to City R-2, Single Family Residential for property located at 360 South Wild Orange Drive as part of an overall annexation application.
Unanimously adopted

10. ORDINANCES - FIRST READING

10.A Ordinance No. 38-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.25 + acres of property located at 543 Oliver Drive.
Assistant City Attorney Shey McCurdy read Ordinance No. 38-23 for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.B Ordinance No. 39-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Medium Density Residential for property located at 543 Oliver Drive as part of an overall annexation application.
Assistant City Attorney Shey McCurdy read Ordinance No. 39-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.C Ordinance No. 40-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.25 + acres of property to City R-2, Single Family Residential for property located at 543 Oliver Drive as part of an overall annexation application.

Assistant City Attorney Shey McCurdy read Ordinance No. 40-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.D Ordinance No. 41-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 1.0 + acres of land for property located at 1603 Martins Dairy Road.

Assistant City Attorney Shey McCurdy read Ordinance No. 41-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.E Ordinance No. 42-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Rural for property located at 1603 Martins Dairy Road as part of an overall annexation application.

Assistant City Attorney Shey McCurdy read Ordinance No. 42-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.F Ordinance No. 43-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 1.0 + acres of land to City A-3, Transitional Agriculture for property located at 1603 Martins Dairy Road as part of an overall annexation application.

Assistant City Attorney Shey McCurdy read Ordinance No. 43-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

10.G Ordinance No. 44-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone 12 parcels of land located east of North Atlantic Avenue between Crawford Road and Sapphire Road from R-3, Single Family & Two Family Residential to R-3A, Single Family & Two Family Residential.

Assistant City Attorney Shey McCurdy read Ordinance No. 44-23, for the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on August 8, 2023.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the City Commission Regular Meeting (continued) to June 28, 2023, at 6:26 p.m.

Volusia County
FLORIDA

Community Assistance

December 13, 2023

Khalid Resheidat, City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: FY 2023/24 Community Development Block Grant (CDBG)
Subrecipient Agreement and Authorization to Proceed

Dear Mr. Resheidat,

The following CDBG activities the City of New Smyrna Beach has planned for the 2023/24 fiscal year have been approved and this letter constitutes an authorization to proceed with the listed activities.

Activity Description	Budget
Mary Avenue Park Improvements	$106,346
Total	$106,346

A substantial amendment to add remaining funds from the city's completed 2022/23 fiscal year project has been requested by city staff. If approved, the amendment will be executed for the city's 2022/23 agreement and will not affect the 2023/24 attached agreement.

Please note that if the City is responsible for construction activities where federal funds will be used, in full or in part, to pay for the project costs, the City must comply with all applicable federal requirements. If you have questions regarding federal compliance, please contact us at (386) 736-5955 or CDBG@volusia.org.

Further, for all capital projects, the city is responsible for contacting Community Assistance prior to implementing any phase of the construction. The city must also inform and include Community Assistance in all pre-bid, pre-construction, or any other applicable meetings related to any capital project.

Complete monthly status reports and clientele reports of all CDBG activities are required regardless of the level of activity or costs incurred. The status report should include any progress that has been made in meeting the objectives listed in Attachment 1 - Statement of Work, included in the agreement.

For your convenience the following are enclosed with this letter; (1) Fully executed subrecipient agreement, (2) Construction Project Checklist and (3) Reminders & Helpful Information sheet.

Should you have any questions regarding the information contained herein, please feel free to contact me at (386) 736-5955, extension 15593.

Sincerely,

Eva Colee

Eva Colee
Grants Planner

Enclosures

121 West Rich Avenue • Deland, FL 32720-4213
Tel: 386-736-5955 • Fax: 386-740-5112

www.volusia.org

Volusia County
FLORIDA
Community Assistance

April 3, 2024

Khalid Resheidat, City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: FY 2022/23 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment

Dear Mr. Resheidat,

This letter will approve the following changes to the subject agreement, to add the Mary Avenue Park Improvements project as approved by the Volusia County Council on April 2, 2024.

1. Amendment Journal

Amendment 1	3/29/23
Amendment 2	10/31/23
Amendment 3	4/3/24

2. Time Extension

The expiration of the subject agreement is extended to October 4, 2024.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

- Mary Avenue Park Improvements: Be responsible for several park improvements including a new shade structure, an ADA path, new playground equipment, bench replacements, and swing set replacement.

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
FY 2022/23 Palm Street Sidewalk	$93,614	($23,326)	$70,288
FY 2022/23 Mary Avenue Park Improvements	$0	$23,326	$23,326
Total	**$93,614**		**$93,614**

It is understood that this amendment does not modify any provisions to the above-described contract other than listed above, including but not limited to the stipulation regarding artifacts or archaeological features encountered during the activity. This amendment will become effective when signed by both parties. **Please retain a copy of the executed amendment for your files and return the original**.

City of New Smyrna Beach

City Manager

4/11/2024
Date

Volusia County

Community Assistance Director

4/3/2024
Date

121 West Rich Avenue • Deland FL 32720-4213
Tel: 386-736-5955 • Fax 386-740-5112
www.volusia.org

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

RESOLUTION NO. 57-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD ADD AN ADMINISTRATIVE FEE FOR MILESTONE INSPECTION REPORTS FOR AGING STRUCTURES.

September 10, 2024

Background:

The 2022 Senate Bill 4D that was signed into law on May 26, 2022 by Gov Ron DeSantis is to promote condominium building safety. The new laws are to help prevent future collapses of condominiums by mandating a variety of preventative measures. One of the mandates outlined in the bill includes Milestone Inspections of condominium and cooperative association buildings that are at least 3 stories in height when the structure reaches 30 years since its Certificate of Occupancy and every 10 years thereafter. For buildings located within 3 miles of a coastline, the milestone inspection must be performed when the structure reaches 25 years and every 10 years thereafter.

This phase one milestone inspection report must be performed, signed, and sealed by a licensed State of Florida design professional (engineer or architect) and must certify that

the building is in a structurally sound condition or identify the areas that are suspected of not being structurally sound. At a minimum, the report shall include a summary of findings and any recommended action/remediation/repair and shall state if unsafe or dangerous conditions were observed. If structural issues are found, a more detailed phase two milestone inspection will be required. Repairs outlined in the phase two milestone inspection report must commence within 365 days of the local enforcement agency receiving the phase two milestone report. Any construction activity for any repairs will require a building permit to be issued by the New Smyrna Beach Building Dept. prior to commencement of repair.

Findings:

Since Staff time will be expended on reviewing these milestone inspections and it may be substantial, Staff desires to be compensated in an amount commensurate with the time expended on such work. Therefore, Staff is requesting that a Milestone Inspection/Aging Structure Fee of $250, which is consistent with Volusia County's fee, be added to Group VII SPECIAL FEES of Resolution 42-20 Building Department Fee Policy. This fee, as outline in the Florida Building Code, Chapter 110.9, will be for the noticing, storing and tracking

of each Structural Safety Inspection for each inspection submission.

Fiscal Analysis:
None

Strategic Plan Item:
No

Staff Report Created By: Dorlisa Pogany - Development Services Coordinator

Attachments:

Resolution 42-20 Waiver of Permit Fee Increases.pdf redline mark up aging strucutre fee.pdf
Res 57-24 Building Department Fee Policy Amendment.pdf

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AMENDING RESOLUTION NOS. 29-20, 37-10, 46-11, 01-17 AND 42-20, TO PROVIDE A FEE FOR ADMINISTRATION OF MILESTONE INSPECTION REPORTS OF AGING STRUCUTRES.

RESOLUTION NO.~~42-20~~

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AMENDING RESOLUTION NOS. 29-09, 37-10, 46-11, AND 01-17, TO PROVIDE FOR ~~ADMINISTRATIVE WAIVER OF ANNUAL CPI INCREASES~~; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 553.80, F.S., authorizes the governing body of a municipality to provide a schedule of fees for the enforcement of provisions of the Florida Building Code; and

WHEREAS, on August 25, 2009, the City Commission adopted Ordinance No 28-09 in part providing for building permit fees to be established by resolution of the City Commission; and

WHEREAS, on August 25, 2009, the City Commission adopted Resolution No. 29-09 establishing a building permit fee schedule; and

WHEREAS, on October 12, 2010, the City Commission adopted Resolution No. 37-10, establishing new building department administrative fees; and

WHEREAS, on November 29, 2011, the City Commission adopted Resolution No. 46-11, establishing a new building permit fee and administrative fee schedule; and

WHEREAS, on June 13, 2017, the City Commission adopted Resolution No. 01-17, establishing a new building permit fee and administrative fee schedule; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend Resolution No. 29-09, Resolution No. 37-10, Resolution No. 46-11 and Resolution No. 01-17 to provide for the administrative waiver of annual CPI increases when circumstances warrant no changes to the current Building Permit Fee Schedule.

WHEREAS, 2022 Florida bill SB 4-D requires milestone inspections of condominium and cooperative association buildings that are three or more stories in height to have a “milestone inspection” for structural integrity on a statutorily set schedule; and

WHEREAS, the City staff time expended on reviewing these milestone inspections may be substantial, and the City desires to be compensated in an amount commensurate with the time expended on such work, and so wishes to establish this fee to accomplish such.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Schedule of Fees for the City of New Smyrna Beach Building, Planning and Engineering Departments.***

Method for Determining Value of Buildings. Construction Cost/Valuation will be calculated using the "Building Valuation Data" chart as published in the most recent edition of the Building Safety Journal, a publication of the International Code Council, or the contracted price, whichever is greater.

In those instances in which valuation is based on the contractor's estimate, the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and the owner. If the contractor fails to provide such verification, the Building Official may determine the valuation based on the value of construction of the proposed work.

Fifty percent of the permit fee will be paid in advance for plan review and shall not be eligible for refund.

GROUP I: NEW RESIDENTIAL STRUCTURE

New Construction - Single Family Structure, moving a single family structure, Town home, Duplex, and Mobile home (private).

Total Square footage (all floors) includes main structure, attached garage, attached porch and/or attached lanai. Fee includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Square Feet	Fees	USCBC LEEDS / FGBC
Up to 2,000	$2,122.07	$1,909.86
2,001 to 3,000	$2,652.59	$2,387.33
3,001 to 4,000	$3,183.11	$2,864.80
4,001 to 5,000	$3,978.88	$3,581.00
5,001 to 6,000	$4,774.66	$4,291.89
6,001 and larger	$6,366.22	$5,729.59

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or Subsequent Re-Inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New Building or Addition	 $265.26
Miscellaneous	$53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 Placard $2.50 per Page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

The applicant is responsible for other related fees and charges not enumerated in this schedule prior to receiving building permits/certificate of occupancy as required by law. These include, but are not limited to, City and County Impact fees, utility fees, etc.

GROUP II: RESIDENTIAL ADDITIONS, REMODELS, STRUCTURAL ALTERATIONS

Addition, remodels, structural alterations, detached structures (>500 square feet), mobile homes (park), swimming pools, screen enclosures and glass rooms, exterior and interior demolition, generator, and docks and seawalls.

Valuation	Fees	USCBC LEEDS / FGBC
Up to $2,500.00	$79.58	$71.62
$2,500.01 to $8500.00	$181.33	$163.20
$8501.00 to $15,000.00	$283.33	$255.00
$15,000.01 to $25,500.00	$487.33	$438.60
$25,500.01 to $50,000.00	$538.33	$495.82
$50,000.01 to $75,000.00	$589.33	$530.40
$75,000.01 to $100,000.00	$691.32	$622.19
$100.000.01 and up	$795.78	$716.20

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - Minor Structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58

Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition Miscellaneous	$265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

The applicant is responsible for other related fees and charges not enumerated in this schedule prior to receiving building permits/certificate of occupancy as required by law. These include, but are not limited to, City and County Impact fees, utility fees, etc.

GROUP III: RESIDENTIAL MISCELLANEOUS

Residential work to include alarms, electric, plumbing, mechanical (A/C), gas, fences, windows and doors, re-roof, siding, shutters, pavers, patio and driveways, sheds, wood decks, generators and solar.

Each item listed above will be charged separate. The fee of $68.44 would be charged for each item listed above in Group III

Additional Fees	**Per Occurrence**
Additional Plan Reviews and/or Revisions - Minor	$37.14

Structural	$53.05
Re-Inspections – First Inspection Second or subsequent Re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of active permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition Miscellaneous	 $265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 Placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

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GROUP IV. NEW MULTIFAMILY

Any new multifamily construction including apartments, condos, and ACLF.

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Valuation	Fees	USCBC LEEDS/FGBC
Up to $2,500.00	$106.10	$95.49
$2,500.01 to $8,250.00	$265.40	$238.86
$8,250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,000.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100,000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.5 million to $5 million	$31,732.71	$25,491.94
Over $5 million to $7.5 million	$55,532.74	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over 18 million to $25 million	$167,125.60	$150,413.04
Over $25 million and larger	$211,551.39	$199,396.25

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	**Per Occurrence**
Additional Plan Review and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or subsequent Re-Inspection	 $53.05 $212.21
Change In Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (max. 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition Miscellaneous	 $265.26 $53.05
Duplicate Permit (lost, stolen, etc.)	$10.61 Placard $2.50 per page or $5.50 per disk
After Hours Inspections	$84.78 per hour/2 hour minimum

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Refunds:

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Other Fees and Charges:

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GROUP IVA: NON-RESIDENTIAL CONSTRUCTION

New Non-Residential Construction and Non-Residential Additions

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections, and all subcontractor permit fees.

Valuation	**Fees**	**USCBC LEEDS / FGBC**
Up to $2,500.00	$106.10	$95.49
2,500.01 to $8,250.00	$265.40	$238.86
$8,250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,000.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100,000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.5 million to $5 million	$31,732.71	$25,491.94
Over $5 million to $7.5 million	$55,532.24	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over $18 million to $25 million	$167,125.60	$150,513.04
Over $25 million and larger	$211,551.39	$199,396.25

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions – Minor Structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent Re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of active permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for inspections New Building or Addition Miscellaneous	 $265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

The applicant is responsible for other related fees and charges not enumerated in this schedule prior to receiving building permits/certificate of occupancy as required by law. These include, but are not limited to, City and County Impact fees, utility fees, etc.

GROUP IVB: NON-RESIDENTIAL ADDITIONS, REMODELS OR STRUCTURAL ALTERATIONS

Non-residential construction includes: Remodels, alterations, renovations, sea walls, docks, new signs and pools.
Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections, and all subcontractor permit fees.

Valuation	Fees	USCBC LEEDS / FGBC
Up to $2,500.00	$106.10	$95.49
$2,500.01 to $8250.00	$265.40	$238.86
$8250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,500.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100.000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.15 million to $5 million	$31,732.71	$25,491.94
Over $5 million to		
$7.5 million	$55,532.24	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over $18 million to $25 million	$167,125.60	$150,413.04
Over $25 million and larger	$211,551.39	$199,396.25

Valuation	Fees	USCBC LEEDS / FGBC
Up to $2,500.00	$106.10	$95.49
$2,500.01 to $8250.00	$265.40	$238.86
$8250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,500.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100.000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.15 million to $5 million	$31,732.71	$25,491.94
Over $5 million to		
$7.5 million	$55,532.24	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over $18 million to $25 million	$167,125.60	$150,413.04
Over $25 million and larger	$211,551.39	$199,396.25

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor structural	 $37.14 $53.05
Re-Inspections – First Inspection	 $53.05

Second or subsequent Re-inspection	$212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of active permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for inspections New Building or Addition Miscellaneous	 $265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

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Other Fees and Charges:

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GROUP V: NON-RESIDENTIAL MISCELLANEOUS

Any commercial, industrial, or multifamily work that does not meet the criteria of Group IV, IVA and IVB and includes Burglar Alarms, Electrical, Plumbing, Mechanical, Gas, Fences, Windows and Doors, Re-Roof, Siding, Shutters, Awnings, Pavers, Concrete Patios and Driveways, Generators, Interior/Exterior Demolition, and Signs (Face Change and Wall Signs).

Valuation	Fees
Up to $2,500.00	$105.78
$2,500.01 to $6,250.00	$211.56
$6250.01 to $10,000.00	$317.33
$10,000.01 to $25,000.00	$449.55
$25,500.01 to $50,000.00	$581.77
$50,000.01 to $75,000.00	$713.99
$75,000.01 to $100,000.00	$846.21
$100.000.01 to $250,000.00	$1,242.87
$250,000.01 to $500,000.00	$1,639.52
$500,000.01 to 1 million	$2,670.84
Over 1 million	$3,702.15

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - Minor Structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition	 $265.26

Miscellaneous	$53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

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GROUP VI: FIRE

Any fire related construction including Fire-Sprinkler Systems, Fire line, Fire alarm system, hood and suppression systems and any other fire related activity.

Fire	Fees
Fire/Safety review	$52.89 + .03 per sq. ft.
Fire sprinkler systems	$52.89 + 4% of valuation
Fire alarm system	$52.89 + 4% of valuation
Pre-Engineered hood system or other pre-engineered extinguishing system	$105.78
Other (tents, etc.)	$105.78

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	Per Occurrence
Additional plan review and/or revisions Minor Structural	 $37.14 $53.05

Re-Inspections First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (max. 1 year)	30% of original fee/$79.58 minimum
Reactivate a permit for inspections New building or addition Miscellaneous	 $265.26 $53.05
Duplicate Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After hours inspections	$84.78 per hour/2 hour minimum

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GROUP VII: SPECIAL & ADMINISTRATION FEES

Any fees associated with the development of a property and structure.

Special Fees	Fee
Business Tax Inspection	$53.05
Certificate of Use	$25.00
Temporary Power	$53.05
Special Events (1-49 vendors) (50 vendors and up)	 $159.16 $265.26
Variance/Interpretation to the Builders Trade Board	$530.52
Certificate of Completion	$26.53
Temporary Certificate of Occupancy	$106.10
Certificate of Occupancy Residential Commercial	 $53.05 $79.58

Milestone inspection/Aging structure $250

Administrative	Fees
Planning & Landscaping Review (New & Addition)	$150.00
Landscaping inspection fee (SF Duplex)	$150.00
Tree Protection/barricade inspection	$150.00
Landscaping Inspection fee (multi-family/Non-Residential)	$250.00
In-Progress Survey Review	$50.00
Separate Landscape permit	$150.00
Annexation	$150.00
Annexation w/comp plan amendment (over 10 acres)	$750.00
Annexation w/comp plan amendment (under 10 acres)	$1500.00
Appeal of Interpretation	$300.00

Barbed Wire Approval	$150.00
Change in Use	$300.00
Comprehensive Plan Amendment (Small Scale)	$2500.00
Comprehensive Plan Amendment (Large Scale)	$5,000.00
Concurrency and Traffic Review	$1,500.00
Construction Seaward of CCSL	$2,000.00
Development of Regional Impact (DRI)	$25,000.00
Dock Approvals	$500.00
Historic Building Demolition	$750.00
License Agreement Right of way user fee	$200.00
Minor Subdivision	$300.00
Plat Final	
Plat, Preliminary (25 or fewer units)	$2,000.00
Plat, Preliminary (more than 25 units)	$4,000.00
Private Drive (apron)	$150.00
Proportionate fair share agreement	$5,000.00
PUD Agreement (less than 10 acres)	$7,500.00
PUD Agreement (10 or more acres)	$9,000.00
PUD Agreement Amendments	$5,000.00
Sidewalk café	$500.00
Site Plan (Class I)	$200.00
Site Plan (Class II) (under 5,000 sq. ft or 8 units)	$1,500.00
Site Plan (Class II) (5,000 - 24,999 sq. ft or 8-25 units)	$2,000.00
Site Plan (Class III)	$3,500.00
Site Plan change Order	$500.00

Site Plan & Subdivision Resubmittals (After the lst)	$750.00
Special Exception	$500.00
Temporary Parking Lot	$300.00
Text Amendment	$2,500.00
Tree Removal (Historic)	$250.00
Tree Removal (Non-Historic)	Res. $25.00 + $3.00 per tree Comm. $100.00 + $3.00 per tree
Vacation (Easement)	$250.00
Vacation (Plat)	$500.00
Vacation (Street)	$500.00
Variance	$500.00 Res., $1,000.00 for multifamily/commercial/industrial/PUD
Variance (Administrative)	$50.00 Res., $100.00 all others
Zoning Change (Non-PUD under 10 acres)	$5,000.00
Zoning Change (Non-PUD 10 or more acres)	$7,500.00
Zoning Confirmation Letter	$50.00
After the Fact Historic Preservation Application	$50.00
Printed copy of LDR	$65.00
Printed copy of Comp. Plan	$65.00
Appeal to Commission of HPC decision	$300.00
Engineering	
Stormwater Permit	Base $250.00 + $50.00 per l.f.
SF (New and additions)	$150.00
Commercial (New & additions)	$300.00
Street Opening permit	$250.00
Street Paving waiver	$500.00

Driveway aprons permits Single Family Commercial	 $52.89 per apron $150.00 per apron
Review Flood certificate	$150.00
Flood Determination Letter	$100.00
Site Clearing and grading permit (less than or equal to 20,000 sq. ft.)	$350.00
Site Clearing and grading permit (more than 20,000 sq. ft)	$550.00

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	**Per Occurrence**
Additional Plan review and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or Subsequent Re-Inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (max. 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
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Duplicate Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
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Refunds:

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Other Fees and Charges:

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SECTION 2: ***Annual Adjustment of Fee.*** That the building permit fees shall be adjusted upward on October 1, 2020, and every October 1 thereafter by multiplying the rates in effect on the prior October 1 by 100% of the percentage increase in the Consumer Price Index (CPI) for the 12 month period ending the preceding October. The fees shall remain the same in the event the CPI indicates a decrease or if other circumstances warrant administrative waiver by the City Manager. If the index ceases to be published on a monthly basis, the adjustment shall be based on the CPI for the most recent 12-month period. The CPI to be used shall be the Consumer Price Index-All Urban Consumers as published by the United States Department of Labor for U.S. city average.

SECTION 3: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect ~~October 1, 2020.~~ As soon as possible

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/13/2020

The Within and Foregoing Resolution No. 42-20 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the Brannon Center in said City on October 13, 2020. Motion was made by Commissioner Jason McGuirk, and seconded by Commissioner Randy Hartman, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR RUSSELL OWEN	Yes
VICE MAYOR MICHAEL KOLODY	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER JACOB D. SACHS	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 42-20

RESOLUTION NO. 57-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING RESOLUTION NOS. 29-09, 37-10, 46-11, 01-17 AND 42-20, TO PROVIDE A FEE FOR ADMINISTRATION OF MILESTONE INSPECTION REPORTS OF AGING STRUCTURES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 553.80, F.S., authorizes the governing body of a municipality to provide a schedule of fees for the enforcement of provisions of the Florida Building Code; and

WHEREAS, on August 25, 2009, the City Commission adopted Ordinance No 28-09 in part providing for building permit fees to be established by resolution of the City Commission; and

WHEREAS, on August 25, 2009, the City Commission adopted Resolution No. 29-09 establishing a building permit fee schedule; and

WHEREAS, on October 12, 2010, the City Commission adopted Resolution No. 37-10, establishing new building department administrative fees; and

WHEREAS, on November 29, 2011, the City Commission adopted Resolution No. 46-11, establishing a new building permit fee and administrative fee schedule; and

WHEREAS, on June 13, 2017, the City Commission adopted Resolution No. 01-17, establishing a new building permit fee and administrative fee schedule; and

WHEREAS, on October 13, 2020, the City Commission adopted Resolution No. 42-20, to provide for the administrative waiver of annual CPI increases when circumstances warrant no changes to the current Building Permit Fee Schedule; and

WHEREAS, 2022 Florida bill SB 4-D requires milestone inspections of condominium and cooperative association buildings that are three or more stories in height to have a "milestone inspection" for structural integrity on a statutorily set schedule; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of New Smyrna Beach to provide for the recovery of costs related to milestone inspections through the addition of this administrative fee to the fee schedule.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA*:**

SECTION 1: ***Schedule of Fees for the City of New Smyrna Beach Building, Planning and Engineering Departments.***

Method for Determining Value of Buildings. Construction Cost/Valuation will be calculated using the "Building Valuation Data" chart as published in the most recent edition of the Building Safety Journal, a publication of the International Code Council, or the contracted price, whichever is greater.

In those instances in which valuation is based on the contractor's estimate, the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and the owner. If the contractor fails to provide such verification, the Building Official may determine the valuation based on the value of construction of the proposed work.

Fifty percent of the permit fee will be paid in advance for plan review and shall not be eligible for refund.

GROUP I: NEW RESIDENTIAL STRUCTURE

New Construction - Single Family Structure, moving a single family structure, Town home, Duplex, and Mobile home (private).

Total Square footage (all floors) includes main structure, attached garage, attached porch and/or attached lanai. Fee includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Square Feet	Fees	USCBC LEEDS / FGBC
Up to 2,000	$2,122.07	$1,909.86
2,001 to 3,000	$2,652.59	$2,387.33
3,001 to 4,000	$3,183.11	$2,864.80
4,001 to 5,000	$3,978.88	$3,581.00
5,001 to 6,000	$4,774.66	$4,291.89
6,001 and larger	$6,366.22	$5,729.59

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or Subsequent Re-Inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New Building or Addition	 $265.26
Miscellaneous	$53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 Placard $2.50 per Page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

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GROUP II: RESIDENTIAL ADDITIONS, REMODELS, STRUCTURAL ALTERATIONS

Addition, remodels, structural alterations, detached structures (>500 square feet), mobile homes (park), swimming pools, screen enclosures and glass rooms, exterior and interior demolition, generator, and docks and seawalls.

Valuation	**Fees**	**USCBC LEEDS / FGBC**
Up to $2,500.00	$79.58	$71.62
$2,500.01 to $8500.00	$181.33	$163.20
$8501.00 to $15,000.00	$283.33	$255.00
$15,000.01 to $25,500.00	$487.33	$438.60
$25,500.01 to $50,000.00	$538.33	$495.82
$50,000.01 to $75,000.00	$589.33	$530.40
$75,000.01 to $100,000.00	$691.32	$622.19
$100.000.01 and up	$795.78	$716.20

Additional Fees	**Per Occurrence**
Additional Plan Reviews and/or Revisions - Minor Structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00

Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition Miscellaneous	$265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

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GROUP III: RESIDENTIAL MISCELLANEOUS

Residential work to include alarms, electric, plumbing, mechanical (A/C), gas, fences, windows and doors, re-roof, siding, shutters, pavers, patio and driveways, sheds, wood decks, generators and solar.

Each item listed above will be charged separate. The fee of $68.44 would be charged for each item listed above in Group III

Additional Fees	**Per Occurrence**
Additional Plan Reviews and/or Revisions - Minor Structural	 $37.14 $53.05
Re-Inspections –	

First Inspection Second or subsequent Re-inspection	$53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of active permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
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Reactivate a permit for Inspections New building or addition Miscellaneous	 $265.26 $53.05
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Refunds:

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Other Fees and Charges:

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GROUP IV. NEW MULTIFAMILY

Any new multifamily construction including apartments, condos, and ACLF.

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Valuation	Fees	USCBC LEEDS/FGBC
Up to $2,500.00	$106.10	$95.49
$2,500.01 to $8,250.00	$265.40	$238.86
$8,250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,000.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100,000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.5 million to $5 million	$31,732.71	$25,491.94
Over $5 million to $7.5 million	$55,532.74	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over 18 million to $25 million	$167,125.60	$150,413.04
Over $25 million and larger	$211,551.39	$199,396.25

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	Per Occurrence
Additional Plan Review and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or subsequent Re-Inspection	 $53.05 $212.21
Change In Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (max. 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for Inspections New building or addition Miscellaneous	 $265.26 $53.05
Duplicate Permit (lost, stolen, etc.)	$10.61 Placard $2.50 per page or $5.50 per disk
After Hours Inspections	$84.78 per hour/2 hour minimum

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GROUP IVA: NON-RESIDENTIAL CONSTRUCTION

New Non-Residential Construction and Non-Residential Additions

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections, and all subcontractor permit fees.

Valuation	Fees	USCBC LEEDS / FGBC
Up to $2,500.00	$106.10	$95.49
2,500.01 to $8,250.00	$265.40	$238.86
$8,250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,000.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
$100,000.01 to $250,000.00	$2,221.29	$1,999.16
$250,000.01 to $500,000.00	$4,231.03	$3,807.93
$500,000.01 to $1,250,000.00	$7,404.30	$6,663.87
Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.5 million to $5 million	$31,732.71	$25,491.94
Over $5 million to $7.5 million	$55,532.24	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over $18 million to $25 million	$167,125.60	$150,513.04
Over $25 million and larger	$211,551.39	$199,396.25

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions – Minor Structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent Re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of active permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Reactivate a permit for inspections New Building or Addition Miscellaneous	 $265.26 $53.05
Duplicate of Permit (lost, stolen, etc.)	$10.61 placard $2.50 per page or $5.50 per disk
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GROUP IVB: NON-RESIDENTIAL ADDITIONS, REMODELS OR STRUCTURAL ALTERATIONS

Non-residential construction includes: Remodels, alterations, renovations, sea walls, docks, new signs and pools.
Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections, and all subcontractor permit fees.

Valuation	Fees	USCBC LEEDS / FGBC
Up to $2,500.00	$106.10	$95.49
$2,500.01 to $8250.00	$265.40	$238.86
$8250.01 to $10,000.00	$425.03	$382.53
$10,000.01 to $25,000.00	$584.66	$526.20
$25,500.01 to $50,000.00	$744.29	$669.87
$50,000.01 to $75,000.00	$903.92	$813.53
$75,000.01 to $100,000.00	$1,163.53	$1,047.18
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Over $1.25 million to $2.5 million	$12,957.52	$11,661.77
Over $2.15 million to $5 million	$31,732.71	$25,491.94
Over $5 million to		
$7.5 million	$55,532.24	$49,979.02
Over $7.5 million to $12 million	$74,042.99	$61,667.23
Over $12 million to $18 million	$129,575.23	$116,618.00
Over $18 million to $25 million	$167,125.60	$150,413.04

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Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent Re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
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Additional Fees	**Per Occurrence**
Additional Plan Reviews and/or Revisions - minor structural	 $37.14 $53.05
Re-Inspections – First Inspection Second or subsequent Re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
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Duplicate of Permit (lost, stolen, etc.)	$10.61 placard

	$2.50 per page or $5.50 per disk
After Hour Inspections	$84.78 per hour/2 hour minimum

Any person commencing work without a permit shall be subject to a fee double the permit fee.

Refunds:

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Other Fees and Charges:

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GROUP V: NON-RESIDENTIAL MISCELLANEOUS

Any commercial, industrial, or multifamily work that does not meet the criteria of Group IV, IVA and IVB and includes Burglar Alarms, Electrical, Plumbing, Mechanical, Gas, Fences, Windows and Doors, Re-Roof, Siding, Shutters, Awnings, Pavers, Concrete Patios and Driveways, Generators, Interior/Exterior Demolition, and Signs (Face Change and Wall Signs).

Valuation	**Fees**
Up to $2,500.00	$105.78
$2,500.01 to $6,250.00	$211.56
$6250.01 to $10,000.00	$317.33
$10,000.01 to $25,000.00	$449.55
$25,500.01 to $50,000.00	$581.77
$50,000.01 to $75,000.00	$713.99
$75,000.01 to $100,000.00	$846.21
$100.000.01 to $250,000.00	$1,242.87
$250,000.01 to $500,000.00	$1,639.52
$500,000.01 to 1 million	$2,670.84
Over 1 million	$3,702.15
Additional Fees	**Per Occurrence**
Additional Plan Reviews and/or Revisions -	

Minor Structural	$37.14 $53.05
Re-Inspections – First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$79.58 minimum
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GROUP VI: FIRE

Any fire related construction including Fire-Sprinkler Systems, Fire line, Fire alarm system, hood and suppression systems and any other fire related activity.

Fire	Fees
Fire/Safety review	$52.89 + .03 per sq. ft.

Fire sprinkler systems	$52.89 + 4% of valuation
Fire alarm system	$52.89 + 4% of valuation
Pre-Engineered hood system or other pre-engineered extinguishing system	$105.78
Other (tents, etc.)	$105.78

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	**Per Occurrence**
Additional plan review and/or revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or subsequent re-inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
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GROUP VII: SPECIAL & ADMINISTRATION FEES

Any fees associated with the development of a property and structure.

Special Fees	**Fee**
Business Tax Inspection	$53.05
Certificate of Use	$25.00
Temporary Power	$53.05
Special Events (1-49 vendors) (50 vendors and up)	 $159.16 $265.26
Variance/Interpretation to the Builders Trade Board	$530.52
Certificate of Completion	$26.53
Temporary Certificate of Occupancy	$106.10
Certificate of Occupancy Residential Commercial	 $53.05 $79.58

Milestone inspection/Aging structure $250.00

Administrative	Fees
Planning & Landscaping Review (New & Addition)	$150.00
Landscaping inspection fee (SF Duplex)	$150.00
Tree Protection/barricade inspection	$150.00
Landscaping Inspection fee (multi-family/Non-Residential)	$250.00
In-Progress Survey Review	$50.00
Separate Landscape permit	$150.00
Annexation	$150.00
Annexation w/comp plan amendment (over 10 acres)	$750.00
Annexation w/comp plan amendment (under 10 acres)	$1500.00

Appeal of Interpretation	$300.00
Barbed Wire Approval	$150.00
Change in Use	$300.00
Comprehensive Plan Amendment (Small Scale)	$2500.00
Comprehensive Plan Amendment (Large Scale)	$5,000.00
Concurrency and Traffic Review	$1,500.00
Construction Seaward of CCSL	$2,000.00
Development of Regional Impact (DRI)	$25,000.00
Dock Approvals	$500.00
Historic Building Demolition	$750.00
License Agreement Right of way user fee	$200.00
Minor Subdivision	$300.00
Plat Final	
Plat, Preliminary (25 or fewer units)	$2,000.00
Plat, Preliminary (more than 25 units)	$4,000.00
Private Drive (apron)	$150.00
Proportionate fair share agreement	$5,000.00
PUD Agreement (less than 10 acres)	$7,500.00
PUD Agreement (10 or more acres)	$9,000.00
PUD Agreement Amendments	$5,000.00
Sidewalk café	$500.00
Site Plan (Class I)	$200.00
Site Plan (Class II) (under 5,000 sq. ft or 8 units)	$1,500.00
Site Plan (Class II) (5,000 - 24,999 sq. ft or 8-25 units)	$2,000.00
Site Plan (Class III)	$3,500.00
Site Plan change Order	$500.00

Site Plan & Subdivision Resubmittals (After the lst)	$750.00
Special Exception	$500.00
Temporary Parking Lot	$300.00
Text Amendment	$2,500.00
Tree Removal (Historic)	$250.00
Tree Removal (Non-Historic)	Res. $25.00 + $3.00 per tree Comm. $100.00 + $3.00 per tree
Vacation (Easement)	$250.00
Vacation (Plat)	$500.00
Vacation (Street)	$500.00
Variance	$500.00 Res., $1,000.00 for multifamily/commercial/industrial/PUD
Variance (Administrative)	$50.00 Res., $100.00 all others
Zoning Change (Non-PUD under 10 acres)	$5,000.00
Zoning Change (Non-PUD 10 or more acres)	$7,500.00
Zoning Confirmation Letter	$50.00
After the Fact Historic Preservation Application	$50.00
Printed copy of LDR	$65.00
Printed copy of Comp. Plan	$65.00
Appeal to Commission of HPC decision	$300.00
Engineering	
Stormwater Permit	Base $250.00 + $50.00 per l.f.
SF (New and additions)	$150.00
Commercial (New & additions)	$300.00
Street Opening permit	$250.00
Street Paving waiver	$500.00
Driveway aprons permits Single Family Commercial	 $52.89 per apron $150.00 per apron

Review Flood certificate	$150.00
Flood Determination Letter	$100.00
Site Clearing and grading permit (less than or equal to 20,000 sq. ft.)	$350.00
Site Clearing and grading permit (more than 20,000 sq. ft)	$550.00

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy.

Additional Fees	**Per Occurrence**
Additional Plan review and/or Revisions Minor Structural	 $37.14 $53.05
Re-Inspections First Inspection Second or Subsequent Re-Inspection	 $53.05 $212.21
Change in Sub-Contractor Contractor	$50.00 $100.00
Pre-Power	$79.58
Renewal of Active Permit (90 day extension prior to expiration)	$50.00
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SECTION 2: ***Annual Adjustment of Fee***. That the building permit fees shall be adjusted upward on October 1, 2024, and every October 1 thereafter by multiplying the rates in effect on the prior October 1 by 100% of the percentage increase in the Consumer Price Index (CPI) for the 12 month period ending the preceding October. The fees shall remain the same in the event the CPI indicates a decrease or if other circumstances warrant administrative waiver by the City Manager. If the index ceases to be published on a monthly basis, the adjustment shall be based on the CPI for the most recent 12-month period. The CPI to be used shall be the Consumer Price Index-All Urban Consumers as published by the United States Department of Labor for U.S. city average.

SECTION 3: ***Conflicting Resolutions***. That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/3/2024

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF AN APPLICATION FOR A SIDEWALK CAFÉ AGREEMENT FOR THE LITTLE GRIDDLE RESTAURANT LOCATED AT 412 CANAL STREET.

September 10, 2024

Background:

Applicant: Johnpaul Lebrun, 412 Canal Street, New Smyrna Beach, Florida 32168.

Property Owner: Victoria Building Property Inc, 613 S Timberlane Drive, New Smyrna Beach, Florida 32168.

Request: Request a sidewalk café agreement, to allow for 24 seats, within the Canal Street Right-of-Way.

Subject Area: The subject area is zoned MU, Mixed-Use, and is located on the south side of Canal Street, west of Palmetto Street.

Tax ID #: 7441-38-20-2430

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Seating Area
Exhibit D: Site Photos
Exhibit E: Sidewalk Café Agreement
Exhibit F: Insurance Certificate

Findings:

The applicant is requesting approval of a sidewalk café within the Canal Street Right-of-Way. The City's *Land Development Regulations* (LDR) states that sidewalk cafes are only permitted for restaurants. The business is operating as a restaurant known as Little Griddle. The City Commission approved a Sidewalk Cafe for this location on June 27, 2023. Because of an ownership change, a new Sidewalk Cafe Agreement is required. There are no proposed changes from the previous agreement.

The proposed seating would be located under an existing fixed awning within a section of the public sidewalk that is 13 feet in width. The plan would allow a continuous 60 inches, (5 Feet), of clear area for pedestrians under the current awning over the public sidewalk.

A copy of the proposed seating area is attached as **Exhibit C.** Photos of the site are attached as **Exhibit D**. A copy of the signed Sidewalk Café Agreement is attached as **Exhibit E**. Insurance certificate is attached as **Exhibit F**.

Per Section 801.14 of the City's Land Development Regulations (LDR), sidewalk cafes may only be approved by the City Commission. This section of the LDR also lists the following minimum criteria that must be met in order for a sidewalk café to be approved (staff's responses provided below in **bold**):

- Sidewalk cafés shall only be permitted as an accessory use in the MU, Mixed Use, zoning district.

- **The subject property is located in the Mixed Use zoning district.**
- **This criterion is met.**

- The sidewalk café must be an extension of a restaurant permitted in the district.

- **There is a proposed restaurant at this location.**
- **This criterion is met.**

- The sidewalk café is limited to the sidewalk area directly adjacent to the restaurant frontage.

- **According to site plan provided with the application, all of the tables and seating will be located directly adjacent to the building frontage. The tables will be placed on the north side of the building in the Canal Street sidewalk under the existing covered awning.**
- **This criterion is met.**

- No additional parking is required if the outdoor seating area does not exceed 30% of the restaurant floor area.

- **No additional parking would be required for the 24 additional seats. Also the restaurant is located within the Arts Overlay District. This district allows for a parking waiver for restaurants.**
- **This criterion is met.**

- The license holder shall provide adequate liability coverage for the sidewalk café area. The license holder shall name the City as an additional insured.

- **The applicant has provided a copy of the liability coverage for the sidewalk café area.**
- **This Criterion is met.**

The applicant's proposal must also meet the following design criteria in order to establish a sidewalk café (staff's responses shown in **bold**):

- A minimum clear pedestrian area of sixty (60) inches, (5 Feet), must be maintained.

- **The sidewalk outside of the proposed seating will allow for 60 inches of travel space.**
- **This Criterion is met.**

- If seating area is provided adjacent to the curb, adequate safeguards must be provided to protect patrons from vehicles.

- **The outdoor seating will be placed adjacent to the building and under the existing covered awning and will maintain a 60 inch pedestrian area from the edge of the curb.**

- **This design criterion is met.**

◦ The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.

- **The applicant has delineated the area. The use of planter pots along the east and west sections under the covered awning delineates the seating area from the travel lane for pedestrians.**
- **This design criterion has been met.**

◦ Umbrellas shall be allowed if they are contained within the sidewalk café area.

- **The applicant has not proposed umbrellas with this application.**
- **This design criterion is Not Applicable.**

◦ Additional signs are limited to one (1) additional sign on an outdoor menu board and the business name or advertising on any umbrellas. The outdoor menu board may be two-sided and may not exceed four (4) square feet per side. A menu board must be located outside of the pedestrian travel lane.

- **If the applicant could decide to use a menu board, it will be limited to the size restrictions outlined above. This will be a condition of approval.**
- **This design criterion is met.**

◦ Outdoor lighting, if provided, must be permanently installed in accordance with City code and be approved as part of the application. The license holder shall take any necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunrise to sunset.

- **There is no additional proposal for outdoor lighting.**
- **This design criterion is Not Applicable.**

The following operating standards have also been established for outdoor cafes:

- All food preparation shall be done inside the restaurant and all food service shall comply with local and state laws.

- **The applicant has a kitchen inside the restaurant.**
- **This operating standard is met.**

- Alcoholic beverages may be served within the license area consistent with any alcoholic-beverage license in effect for the restaurant.

- **The applicant will be required to add the sidewalk café area as part of their State alcohol license.**
- **This operating standard is met.**

- The hours of operation for the sidewalk café cannot exceed the operating hours of the business.

- **The applicant has not requested extended hours of operation for the sidewalk café.**
- **This operating standard is met.**

- Tables, chairs, and other furniture shall be brought inside when the sidewalk café is

not in operation.

- **The applicant has proposed mobile tables and chairs.**
- **This operating standard is met.**

- The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

- **The applicant will keep the sidewalk café area cleaned.**
- **This operating standard has been met.**

Approval of the sidewalk café permit should be conditioned upon compliance with the minimum operating standards and criteria listed above.

Recommendation

Staff recommends the City Commission to **approve** the sidewalk café agreement, allowing 24 seats under an existing awning structure, as a “limited activity”.

Fiscal Analysis:

N/A

Strategic Plan Item:
No

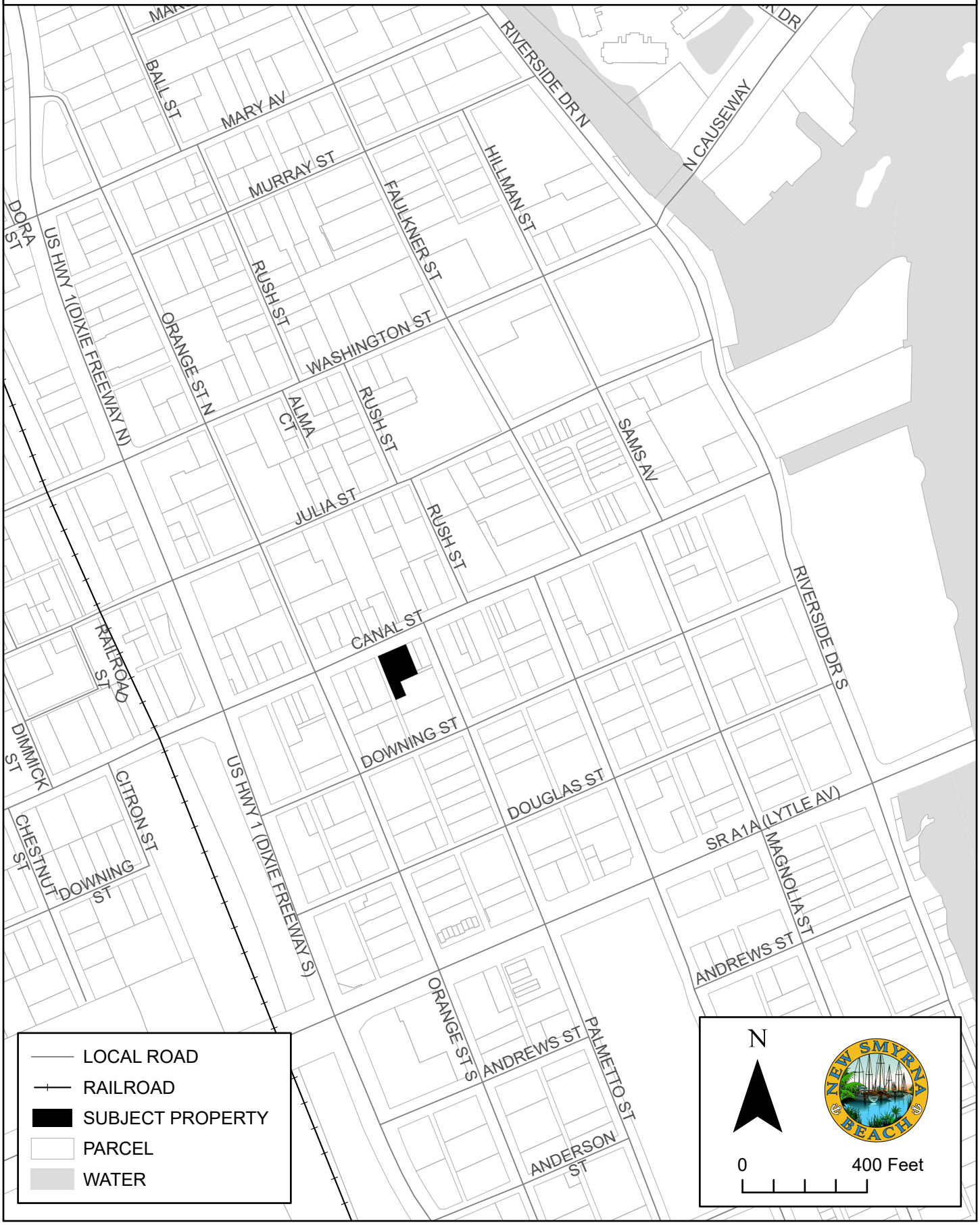
Staff Report Created By: Jake Baker - Senior Planner

Attachments:

SC-1-23 Exhibit A Location Map.pdf
SC-1-23 Exhibit B Aerial Map.pdf

Exhibt C Seating Area.pdf
SC-1-24 Exhibit D Site Photos.pdf
Exhibit E Agreement.pdf
Exhibit F Certificate of Liability Insurancel.pdf

SC-1-23: 412 CANAL STREET
PARCEL: 7441-38-20-2430 LOCATION MAP



SC-1-23: 412 CANAL STREET
PARCEL: 7441-38-20-2430 AERIAL MAP



EXHIBIT "A"

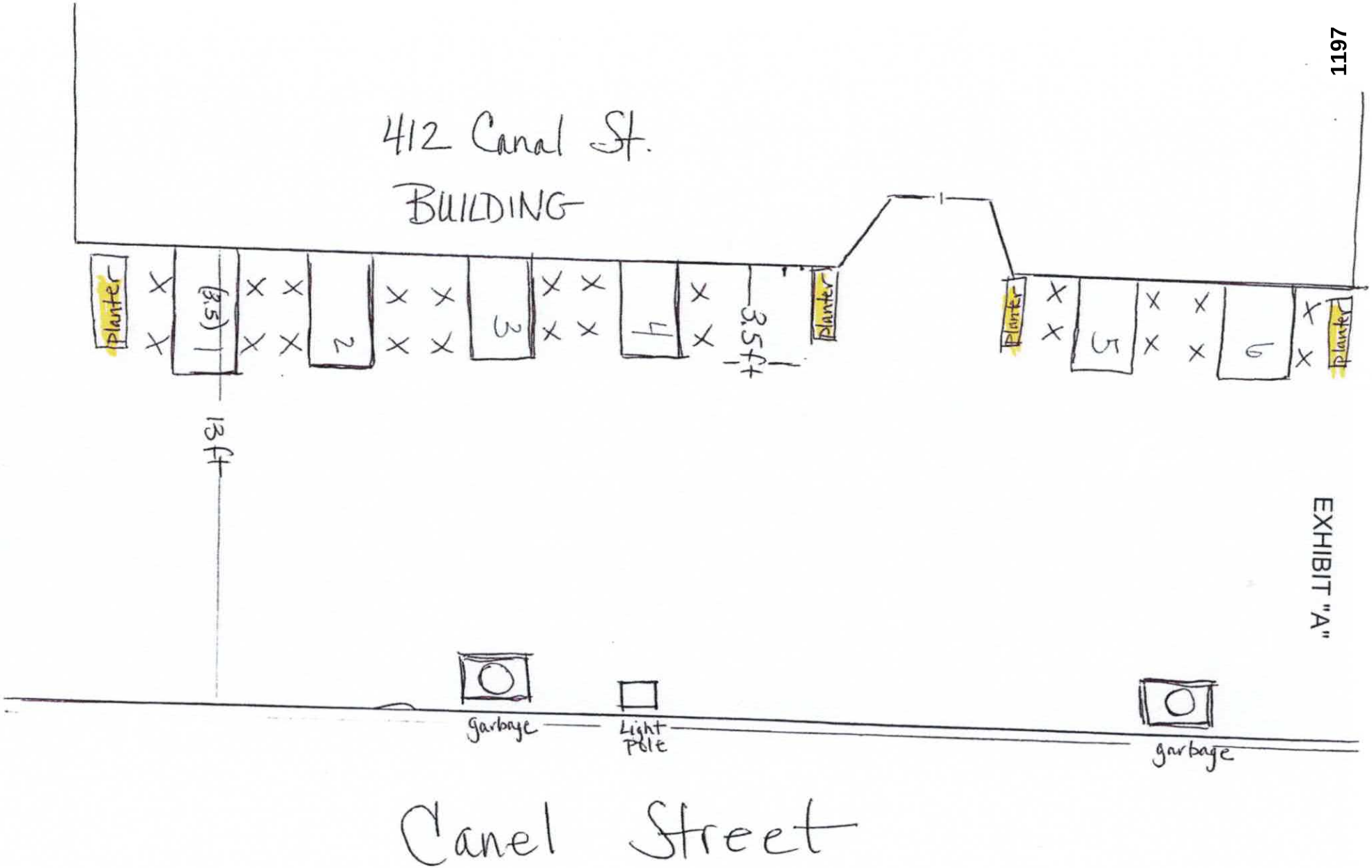

412 Canal St.
BUILDING
planter
1
(3.5)
2
3
4
3.5 ft
planter
planter
5
6
planter
13 ft
garbage
Light Pole
garbage
Canel Street

EXHIBIT D


SUNDAY BRUNCH
HANDCRAFTED
ICE CREAM
BAKED GOO
Fresh
Frozen
Smoothies
Goodies
Bake Shop



SIDEWALK CAFE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by the **CITY OF NEW SMYRNA BEACH**, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as **"City"**, **Michael Coats, President of Victoria Building Property INC**, property owner, hereinafter referred to as "Owner" and **Eric Neil Little** as lessee of **Little Griddle LLC** hereinafter referred to as **"Lessee"**:

1. Lessee has applied to the City for a license to operate a sidewalk cafe on City sidewalks adjacent to Lessee's business. The business premises is described as follows: **412 Canal Street, New Smyrna Beach, Florida 32168**.
2. Lessee has submitted plans (EXHIBIT A) showing the proposed location of the Sidewalk Cafe, hereafter referred to as the "License Area". The City has determined that the application and proposed plan are in compliance with **SECTION 801.14** of the Land Development Regulations of The City of New Smyrna Beach.
3. The license agreement shall be valid for a period of one (1) year and may be renewed annually with the business tax receipt.
4. This License is subject to Lessee's strict compliance with the following terms and conditions:
   a. Pedestrian walkways with a minimum width of five (5) feet shall be maintained for use by the general public.
   b. The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.
   c. Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk café area and do not impede pedestrian traffic or vision at intersections.
   d. Additional signs are limited to one (1) additional sign on an outdoor menu board or sandwich board sign and the restaurant name or advertising on any umbrellas. The outdoor menu board or sidewalk sandwich board sign may be two-sided, not to exceed four (4) square feet per side. Any use of a sidewalk sandwich board sign must be located outside of the required five (5) foot pedestrian walkway and removed at closing time of the restaurant.
   e. Outdoor lighting, if provided, must be permanently installed in accordance with the City code and be approved as part of the application. The license holder shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

f. All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

g. No paper plates, napkins, or other paper products may be used for outdoor service.

h. Alcoholic beverages may be served within the license area consistent with any alcoholic beverage license in effect for the restaurant.

i. The hours of operation for the sidewalk café may not exceed the operating hours of the restaurant.

j. Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

k. The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

5. The Lessee shall maintain liability coverage for the License Area in an amount and form approved by the City Attorney of The City of New Smyrna Beach. This coverage shall name the City of New Smyrna Beach as an additional insured. Lessee shall provide proof of liability coverage prior to annual renewal of this license.

6. This License Agreement may be terminated with or without cause by written notice to the address of the Lessee contained on the application or latest written address change provided by the Lessee. The City will provide thirty (30) days written notice of termination without cause. The following shall constitute grounds for immediate termination with cause:

   a. Failure to use the License Area for ninety (90) consecutive days.

   b. Violation of any of the terms and conditions of this Agreement or violation of any local, State, or federal laws, ordinances, or regulations applicable to the License Area.

   c. Failure to maintain the primary business use and requisite licenses.

   d. Violation of alcoholic beverage laws or regulations.

   e. Conviction of the Lessee for a felony, or for violation of a state, federal, or local law involving moral turpitude.

7. This license may not be assigned without prior approval of the City Commission. No right, title, or interest in the real property is conveyed by this Agreement, and Lessee's use of the property is at the pleasure of The City of New Smyrna Beach.

IN WITNESS WHEREFORE, the parties hereto have executed this Sidewalk Café License Agreement on the respective dates below.

WITNESSES

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By:

_____
Fred E. Cleveland, Mayor

Attest:

By:

_____
Kelly McQuillen, City Clerk

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2024, by Fred E. Cleveland, as Mayor of the City of New Smyrna Beach, on behalf of the organization. He is personally known to me OR produced as identification _____.

(NOTARY SEAL)

_____
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name:_____
Commission No.: _____
My Commission Expires: _____

Approved as to form and correctness.
By:

_____
Carrie Avallone, City Attorney

Date: _____

Property Owner:

Witness

By: Michael M. Coats
Name

Witness

Title OWNER / PRESIDENT
VICTORIA BUILDING COMPANY, INC

STATE OF FLORIDA
COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 22nd day of July, 20 24, by Michael M. Coats (property owner name), as owner of the property located at 412 Canal St, New Smyrna Beach, FL 32168 (property address). He/she is personally known to me or has produced _____ as identification and did not take an oath.

Notary Signature

Notary Public, State of Florida
Type or Print Name: Johnpaul R. LeBrun

Commission No. HH 027648
My Commission Expires: 8/4/24

Seal

JOHNPAUL R. LEBRUN
MY COMMISSION # HH 027648
EXPIRES: August 4, 2024
Bonded Thru Notary Public Underwriters

WITNESSES

John C. Baker
Witness 1

John C. Baker
Print Name of Witness 1

Witness 2

Stephanie Doster
Print Name of Witness 2

LESSEE:

By: Eric
Eric Neil Little, Little Griddle on Canal, LLC

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization the 28th day of August, 2024, by Eric Neil Little, Little Griddle on Canal, LLC. He/She is personally known to me OR produced as identification R 02.

(NOTARY SEAL)

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name: Stephanie Ferrara
Commission No.: HH 505512
My Commission Expires: May 2, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Krista Scarborough	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: Krista@catonhosey.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Co	
INSURED Little Griddle On Canal, LLC, DBA: Little Griddle on Canal 412 Canal St New Smyrna Bch FL 32168	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2471933075 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NXTCQJLV9R-00-GL	05/31/2024	05/31/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured for General Liability with respect to operations of the Named Insured where required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
200 Canal Street
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL OF THE PURCHASE OF ONE (1) AMBULANCE FROM TEN-8 FIRE & SAFETY LLC UTILIZING THE FLORIDA SHERIFF ASSOCIATION COOPERATIVE PURCHASING PROGRAM.

September 10, 2024

Background:

During the City Commission meeting conducted on June 25th, 2024, Resolution No. 44-24 was unanimously approved for a budget amendment which would allow for the purchase of a replacement ambulance and stretcher at a cost of $416,000 for use by the New Smyrna Beach Fire Department.

The item before you for consideration is the approval to purchase said ambulance and stretcher from Ten-8 Fire and Safety utilizing the Florida Sheriff Association Cooperative Purchasing Program, FSA #490 at a cost of $415,842.00.

Fiscal Analysis:

The budget amendment was approved on June 25th, 2024, by Resolution 44-24.
00151901 564717 24FD1 CAPITAL VEHICLES

Strategic Plan Item:

No

Staff Report Created By: Shawn Vandemark - Fire Chief

Attachments:

STAFF REPORT SOA AND RESOLUTION FOR BUDGET.pdf
FSA CONTRACT BASE PRICE.pdf
FSA CONTRACT.pdf
FSA PROPOSAL.pdf

City Commission Regular Meeting
Tuesday, June 25, 2024 at 6:30 PM

SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 p.m.

Present: Mayor Fred E. Cleveland, Vice Mayor Valli Perrine, Commissioner Randy Hartman, Commissioner Lisa Martin, and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Chief Eric Feldman gave the invocation. Kyshea Shippy led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the addition of 7S. Resolution No. 47-24 Consider the adoption of Resolution, which if adopted, would authorize Commissioner Martin to remotely attend the July 23, 2024, City Commission Special meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing the 85th Anniversary of the United States Coast Guard Auxiliary

No action.

4.B Proclamation: Recognizing July as National Parks and Recreation Month

The City Commission presented a proclamation to Rob Salazar, Director of Leisure Services.

4.C Parking Study Update by the Parking Consultant

Carrie Carl, LTG, Inc., provided an update regarding parking in the City of New Smyrna Beach.

5. CITY MANAGER'S REPORT

City Manager Resheidat outlined a report.

6. PUBLIC PARTICIPATION

No action.

7. CONSENT AGENDA

7.A Consider the approval of Amendment No. 4 to the Consulting Engineering Agreement with Avcon for Design and Bidding Phase Services on 1501 Airway Rehabilitation.
Unanimously approved.

7.B Consider the approval of a Lease between the City of New Smyrna Beach and Epic Aviation, Inc.
Unanimously approved.

7.C Consider the adoption of the City Commission Regular Meeting Minutes from June 11, 2024.
Unanimously adopted.

7.D Resolution No. 45-24: Consider the adoption of a Resolution, which if adopted, would establish the 2024 Canvassing Board.
Unanimously adopted.

7.E Resolution No. 46-24: Consider the adoption of a Resolution, which if adopted, would authorize the Vice Mayor to remotely attend July 23, 2024 Special City Commission Meeting.
Unanimously adopted.

7.F Consider the approval to award RFP 11-24-BLDG for Building Inspection and Plans Review Services to Bureau Veritas North America, Inc., Calvin, Giordano & Associates, Inc., Joe Payne, Inc., Swimco Building Inspection, LLC, Universal Engineering Sciences, LLC., and Willdan Engineering, Inc.
Unanimously approved.

7.G Consider the approval of Contract Renewals for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering.
Unanimously approved.

7.H Consider the approval of Contract Renewals for Professional Engineering Services.
Unanimously approved.

7.I Consider the approval of the Stuart's Car Care Right-Of-Way Easement.
Unanimously approved.

7.J Resolution No. 44-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.K Resolution No. 43-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.L Consider the approval of the lease between Tiano's Italian Restaurant Inc. and the City of New Smyrna Beach.
Unanimously approved.

7.M Special Event: Consider the approval of the Venetian Bay New Year's Eve Celebration 2024, to be held on Tuesday Dec 31, 2024, at midnight.
Unanimously approved.

7.N Consider the approval of a contract for Bulk Fuels.
Unanimously approved.

7.O Consider the approval of RFP 17-24-CIP Dredging Services thru the FDEM Grant.
Unanimously approved.

7.P Resolution No. 42-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.Q Consider the approval to use Sourcewell Contract #092920-MTF to upgrade City fuel infrastructure.
Unanimously approved.

7.R Consider approving a contract with the Volusia County School Board for a full-time officer at the New Smyrna Beach High School for FY25.
Unanimously approved.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the request from Volusia County Sheriff's Department for a fee waiver for use of the Brannon Center and Riverside Park for "Inshore Slam" on April 4 & 5, 2025.
Unanimously approved.

8.B Consideration of the City Manager Employment Agreement with Kevin Cowper.
Unanimously approved.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Public Hearing to consider the approval of Application No. HTR-2-24 - Historic Tree Removal of two (39.5" and 44" DBH) Live Oak trees on the commercial property at 2331 State Road 44.
Approved by 3-2 majority vote, with Commissioner Martin and Mayor Cleveland voting no.

9.B Re-consider the approval of Variance Application No. V-11-22 for the property located at 3311 Hill Street.
Unanimously approved.

9.C Conduct a Quasi-Judicial Public Hearing to review and consider the approval of Reserve at Lake Waterford Final Plat and to Authorize the Mayor to Execute the Contract for Plat Recording.
Unanimously approved.

9.D Ordinance No. 35-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the extension of the temporary moratorium, adopted by Ordinance No. 17-24, on issuance of certain building permits for a section of Venetian Bay Phase II.
Unanimously adopted.

9.E Ordinance No. 36-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.39 + acres of land located at 2565 Pioneer Trail.
Unanimously adopted.

9.F Ordinance No. 37-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Low Density Residential for property located at 2565 Pioneer Trail as part of an overall annexation application.
Unanimously adopted.

9.G Ordinance No. 38-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone a property located at 2565 Pioneer Trail to City A-3, Transitional Agriculture as part of an overall annexation application.
Unanimously adopted.

9.H Ordinance No. 39-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.58 acres of land located at 644 Dolores Street.
Unanimously adopted.

9.I Ordinance No. 40-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive
Unanimously adopted.

9.J Ordinance No. 41-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, rezone a property located at 644 Dolores Street to City R-2, Single-Family Residential as part of an overall annexation application.
Unanimously adopted.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 45-24: Conduct the First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone a property by adding the Historic Building Overlay District, (HBOD) to a property located at 403 Magnolia Street known as the Woman's Club.
City Attorney Avallone read Ordinance No. 45-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.B Ordinance No. 46-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Land Development Regulations by adding a definition of Floor Area Ratio, Commercial.
City Attorney Avallone read Ordinance No. 46-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.C Ordinance No. 47-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone 1.01 acres of land from B-2 Neighborhood Business District to Planned Unit Development, at 1300 S. Atlantic Avenue.
City Attorney Avallone read Ordinance No. 47-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.D Ordinance No. 48-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would authorize New Smyrna Beach Utilities to enter into a grant agreement with the Florida Department of Environmental Protection for a Septic to Sewer Project in Silver Sands.
City Attorney Avallone read Ordinance No. 48-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

11. BOARDS AND COMMISSIONS

No action.

12. MAYOR AND COMMISSION REPORTS

City Commission consensus directed Human Resources Director Heather Kidd to research the City of New Smyrna Beach's nepotism policy.

13. CITY CLERK'S REPORT

No action.

14. CITY ATTORNEY'S REPORT

No action.

15. ADJOURNMENT

9:16 p.m.

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

RESOLUTION NO. 44-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY2023-2024 BUDGET.

June 25, 2024

Background:

- The Fire Department currently operates one full time transport ambulance with one transport ambulance in reserve status. The current frontline ambulance now has over 70,000 miles, while the reserve ambulance has over 160,000 miles. With the current lead times for ambulance manufacturing and delivery, it is estimated that if ordered today, the current front line transport ambulance will have over 120,000 miles by the time a new unit is delivered.
- Once the new ambulance is received, the current frontline ambulance will be placed into reserve status and the current reserve ambulance will be potentially used as a trade in to help reduce some of the overall purchase cost.
- Please note that this request is separate from the 2025 budget request to add an additional transport unit to the department which will be funded by impact fees.

Findings:

With the current frontline ambulance accumulating significant mileage each year and the current reserve transport ambulance already well over the recommended replacement timeline, it has been determined that the purchase of a new frontline transport ambulance will help reduce current maintenance expenditures by placing a new transport unit in frontline status and moving the current frontline unit into reserve status.

Fiscal Analysis:

The cost to purchase a new transport ambulance is $416,000.00
The department is proposing using the following funds to purchase the unit, which will have no negative fiscal impact on the city:

- Transfer $279,000 from the vehicle lease account in the Fire Department budget to the Fire Department Capital account to be utilized towards the purchase of the replacement ambulance.
- The current ambulance transport revenue budget was set at $708,000.00. The department is currently on track to collect over $783,000.00. We are requesting to utilize the net anticipated funds of $75,583.00 and transfer to the Fire Department capital account to be utilized towards the purchase of the replacement ambulance.
- The remaining $61,417.00 will be transferred from a completed air conditioning replacement project that came in under budget.

- All three funding sources are currently in the budget and will not negatively impact the city's current budget.

Fleet Analysis

A replacement for Medic 50 is included in the budget plan for FY25, any fundsput toward this replacement now would offset planned Gen Fund expenditures on 10/1/24 and move the City ahead in line by beginning mfg process earlier than other municipalities.

Strategic Plan Item:

No

Staff Report Created By: Dan Harshburger - Deputy Fire Chief

Attachments:

RES 44-24 Exhibit A.pdf
Res 44-24 FY2023-2024 Budget Amendment.pdf

RESOLUTION NO. 44-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. Resolution No. 57-23, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2023-2024, and was amended by Resolution Nos. 60-23, 65-23, 67-23, 69-23, 03-24, 04-24, 05-24, 09-24, 12-24, 13-24, 14-24, 20-24, 21-24, 23-24, 25-24, 26-24, 35-24, 36-24, 37-24, 38-24, 40-24, 42-24, and 43-24 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 43-24 reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

SECTION 3. The Budget Amendment Schedule attached hereto as **Exhibit "A"** identifies the specific accounts being modified as summarized in Section 2, above.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 6/19/2024

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET RES 57-23	RES 60-23	RES 65-23	RES 67-23	RES 69-23	RES 03-24	RES 04-24	RES 05-24	RES 09-24	RES 12-24	RES 13-24	RES 14-24	RES 20-24	RES 21-24	RES 23-24	RES 26-24	RES 35-24	RES 36-24	RES 37-24	RES 38-24	RES 40-24	RES 42-24	RES 43-24	RES 44-24	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 2,476,474		$ 34,029	$ (250,000)	$ 23,789		$ 140,511		$ 10,000	$ 76,050			$ 30,870	$ 91,570				$ 51,089		$ 30,000	$ 75,583	$ 53,395,669
003 - BRANNON CENTER / LIVE OAK	$ 739,394					$ 34,029																			$ 773,423
004 - GOLF COURSE	$ 2,181,592																								$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 2,388,068									$ 76,050			$ 30,870	$ 34,410								$ 9,848,655
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000																								$ 25,000
104 - AIRPORT / INDUSTRIAL PARK	$ 8,098,372		$ 67,300	$ 1,471,104															(150,000)						$ 9,486,776
105 - POLICE IMPACT FEE	$ 425,000			$ 55,157			$ 80,000						$ 38,885												$ 599,042
106 - FIRE IMPACT FEE	$ 300,000			$ 499,895			$ (110,000)																		$ 689,895
107 - RECREATION IMPACT FEE	$ 140,000																								$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000																								$ 650,000
113 - BUILDING & INSPECTIONS	$ 4,837,761			$ 100,001																					$ 4,937,762
115 - PARKING FUND	$ 2,265,407			$ 252,285		$ 83,300	$ 148,000								$ 30,772			$ 6,161		$ 950					$ 2,786,875
125 - COMMUNITY REDEVELOPMENT	$ 3,914,935																								$ 3,914,935
130 - ARPA FUND	$ -										$ 300,000														$ 300,000
204 - DEBT SERVICE FUND	$ 560,872																								$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,643,381												$ 2,000,000												$ 11,643,381
207 - SRF DEBT SERVICE SINKING FUND	$ 53,310																								$ 53,310
208 - DEBT SERVICE 2005 REV REFUND	$ 466,446																								$ 466,446
209 - DEBT SERVICE GO BOND 2005	$ 1,783,885																								$ 1,783,885
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,284																								$ 658,284
211 - CAPITAL NOTE ISLESBORO	$ -																								$ -
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ 90,000			$ 136,286	$ 53,190					$ 288,952															$ 568,428
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 11,223,905		$ 79,950			$ 7,925	$ 387,368	$ 300,000		$ 2,013,000				$ 57,160		$ 3,500,000			$ 4,250			$ 22,336,488
303 - GOB CAPITAL PROJECTS FUND	$ -			$ 169,314																					$ 169,314
405 - SANITATION	$ 9,825,782																								$ 9,825,782
408 - CITY MARINA	$ 403,661			$ 283,949										$ 13,697											$ 701,307
501 - GARAGE	$ 1,528,697			$ 750,000																					$ 2,278,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ (25,000)**	**$ 67,300**	**$ 19,806,438**	**$ 53,190**	**$ 231,308**	**$ (132,000)**	**$ 23,789**	**$ 7,925**	**$ 816,831**	**$ 600,000**	**$ 10,000**	**$ 4,203,985**	**$ 13,697**	**$ 30,772**	**$ 61,740**	**$ 183,140**	**$ 6,161**	**$ 3,350,000**	**$ 950**	**$ 51,089**	**$ 4,250**	**$ 30,000**	**$ 75,583**	**$ 140,775,818**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 001 GENERAL FUND								
001	00130000	344901		FIRE TRANSPORT SERVICES	708,610	75,583	784,193	PRJ#24FD 1 REPLACMENT OF AMBULANCE
001					**REVENUES**	**75,583**		
001	00151901	564204	22PAC	CAPITAL EQUIPMENT	199,949	(61,417.00)	138,532	PRJ#24FD 1 REPLACMENT OF AMBULANCE
001	00152201	544003		VEHICLE LEASE	506,894	(279,000.00)	227,894	PRJ#24FD 1 REPLACMENT OF AMBULANCE
001	00151901	564717	24FD1	CAPITAL VEHICLES	-	416,000.00	416,000	PRJ#24FD 1 REPLACMENT OF AMBULANCE
001					**EXPENDITURES**	**75,583**		

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 490, Braun, Ford F-550 Chief XL/169" x 98" x 72HR

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$318,170.00	Build

FSA Cooperative Purchasing Program



FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment Contract Packet

1220

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Notice of Final Award
FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Date: April 1, 2023

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for Contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The competitive process for this award began in October 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On October 11, 2022, a direct notification was sent to 849 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 44 pre-bid attendees or waivers. Of these respondents, 14 submitted bids and 12 qualified. FSA has identified intended awardees in the attached Intent to Award report. The ITA report shows up to three lowest bidders per item.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEF17.0
Fire & Rescue Vehicles, Boats, & Equipment
Current Contract Prices

1222

Item #	Group	Make	Model	Link
1	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 4x4	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=1
2	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 6x6	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=2
3	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 8x8	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=3
7	Electric Vehicle (EV) Pumper	E-ONE	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=7
8	Electric Vehicle (EV) Pumper	Ferrara Fire Apparatus, Inc.	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=8
11	Electric Vehicle (EV) Pumper	Rosenbauer	RTX	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=11
12	Electric Vehicle (EV) Pumper	Spartan ER	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=12
13	Fire Apparatus - Initial Attack	E-ONE	Ford F550 2 dr Diesel 4x2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=13
17	Fire Apparatus - Initial Attack	Pierce Manufacturing Inc.	Ford F550 MP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=17
18	Fire Apparatus - Initial Attack	Rosenbauer	Ford 550 Frmd Alum 22` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=18
21	Medium Duty Rescue Apparatus	E-ONE	Freightliner M2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=21
22	Medium Duty Rescue Apparatus	E-ONE	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=22
23	Medium Duty Rescue Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=23
25	Medium Duty Rescue Apparatus	Rosenbauer	Freightliner Fl 106 Frmd Alum 33`3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=25
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
28	Medium Duty Rescue Apparatus	Spartan ER	International M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=28
31	Mid Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 75` / 44` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=31
35	Mid Mounted Aerial Platform	E-ONE	Typhoon 95` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=35
36	Mid Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=36
39	Mid Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer Ascendant Aerial Tower 100` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=39
41	Mid Mounted Aerial Platform	Rosenbauer	Commander Frmd Alum 75` / 44` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=41
42	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP LT 93`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=42
43	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=43
44	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 85`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=44
49	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=49
50	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=50
51	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=51
52	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=52
53	Mobile Water Supply Fire Apparatus	E-ONE	International 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=53
55	Mobile Water Supply Fire Apparatus	E-ONE	International 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=55
56	Mobile Water Supply Fire Apparatus	E-ONE	International 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=56
57	Mobile Water Supply Fire Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=57
60	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=60
61	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=61
62	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=62
63	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=63
64	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=64
65	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=65
66	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=66
67	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=67
69	Mobile Water Supply Fire Apparatus	Rosenbauer	Freightliner 106 Frmd Alum 30` 3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=69
85	Pumper - Commercial 2 Door	E-ONE	Freightliner 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=85
86	Pumper - Commercial 2 Door	E-ONE	International 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=86
87	Pumper - Commercial 2 Door	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=87
89	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=89
90	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner FXP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=90
91	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=91
97	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=97
99	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=99
100	Pumper - Level 1 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=100
103	Pumper - Level 1 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Saber	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=103
105	Pumper - Level 1 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=105
108	Pumper - Level 1 Custom - Medium 4 Door	Spartan ER	Metro SMPMPR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=108
114	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=114
116	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=116
117	Pumper - Level 2 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=117
119	Pumper - Level 2 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Enforcer	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=119
123	Pumper - Level 2 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=123
133	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 100` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=133
135	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 137` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=135
136	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 75` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=136
137	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 78` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=137

138	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=138
139	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Igniter XD100 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=139
140	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=140
141	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 107`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=141
144	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 100` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=144
145	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 105` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=145
146	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=146
147	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 75` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=147
148	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Saber 75` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=148
154	Rear Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 78` / 36` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=154
156	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA LT 110`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=156
158	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 105`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=158
159	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 125`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=159
162	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA LT 75`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=162
165	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA SFA 75`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=165
168	Rear Mounted Aerial Platform	E-ONE	Cyclone II 100` Platform Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=168
170	Rear Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=170
173	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 100` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=173
174	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 110` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=174
176	Rear Mounted Aerial Platform	Rosenbauer	Commander 101` / 47` 6``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=176
181	Rescue Apparatus - Heavy	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=181
182	Rescue Apparatus - Heavy	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=182
183	Rescue Apparatus - Heavy	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=183
186	Rescue Apparatus - Heavy	Pierce Manufacturing Inc.	Enforcer HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=186
188	Rescue Apparatus - Heavy	Rosenbauer	Commander Frmd Alum 31` 3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=188
192	Rescue Apparatus - Heavy	Spartan ER	Gladiator	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=192
193	Rescue Apparatus - Heavy	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=193
197	Rescue Apparatus - Walk In	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=197
201	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C30	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=201
202	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C35	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=202
203	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=203
204	Rescue Apparatus - Walk In	Frontline Communications	Saber Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=204
205	Rescue Apparatus - Walk In	Pierce Manufacturing, Inc.	Enforcer Walk-In HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=205
207	Rescue Apparatus - Walk In	Rosenbauer	Commander Frmd Alum 35` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=207
212	Rescue Apparatus - Walk In	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=212
214	Tractor Drawn Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=214
216	Tractor Drawn Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=216
217	Tractor Drawn Aerial Apparatus	Rosenbauer	Commander Frmd Alum 100` / 59` 1``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=217
219	Tractor Drawn Aerial Apparatus	Spartan ER	Gladiator TDA 105`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=219
229	Wildland Fire Apparatus	REV RTC	F550 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=229
231	Wildland Fire Apparatus	Skeeter	Chevrolet / GMC	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=231
232	Wildland Fire Apparatus	Skeeter	Dodge	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=232
233	Wildland Fire Apparatus	Skeeter	Ford	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=233
234	Wildland Fire Apparatus	Skeeter	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=234
235	Wildland Fire Apparatus	Skeeter	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=235
236	Wildland Fire Apparatus	South Florida Emergency Vehicles	Ford SFEV Brush	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=236
306	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFCC-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=306
307	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFCC-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=307
311	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=311
312	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=312
313	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=313
314	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=314
320	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=320
321	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=321
322	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETLS-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=322
323	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETLS-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=323
325	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=325
326	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=326
327	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=327
328	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=328
329	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=329
330	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=330
343	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 3 Passenger EMS, ENB- 3PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=343
344	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 5 Passender EMS, EBB- 5PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=344

366	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	23 Relentless	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=366
367	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	28 Courageous	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=367
368	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	29 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=368
369	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	32 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=369
370	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	32 Defiant NXT	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=370
371	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	38 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=371
372	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	38 Defiant NXT	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=372
373	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	50 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=373
374	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	70 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=374
375	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	75 Endurance	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=375
427	Outboard Engines	Cox Marine	CX0300	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=427
488	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Chevy CK3500 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=488
489	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ford F-450 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=489
490	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ford F-550 Chief XL/169" x 98" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=490
491	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ram 4500 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=491
492	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ram 5500 Chief XL/169" x 98" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=492
493	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Crestline	Chevy CK3500 CCL 150/150" x 95" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=493
494	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Crestline	Ford F-350 CCL 150/150" x 95" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=494
495	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ford F-450 MXP150/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=495
496	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ford F-550 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=496
497	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ram 4500 MXP150/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=497
498	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ram 5500 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=498
499	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 3500 HD / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=499
500	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 4500 HD / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=500
501	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 5500 HD / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=501
502	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 3500 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=502
503	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 3500 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=503
504	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 4500 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=504
505	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge Ram 5500 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=505
506	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-350 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=506
507	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-350 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=507
508	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-450 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=508
509	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-450 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=509
510	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-550 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=510
514	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Excellance	Dodge 4500 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=514
517	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Excellance	Ford F-450 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=517
543	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Chevrolet C3500 HD / Modular Box 149``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=543
544	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 3500 - 453 / Modular Box 149``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=544
545	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 4500 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=545
546	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 4500 / Modular Box 157``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=546
547	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=547
548	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 - 623 / Modular Box 173``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=548
549	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=549
550	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-350 / Modular Box 149``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=550
551	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-450 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=551
552	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-450 / Modular Box 157``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=552
553	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-550 - 603 / Modular Box 167``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=553
554	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-550 / Modular Box173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=554
571	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	F-550 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=571
572	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ford F-450 Warrior/148" x 96" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=572
573	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ram 4500 Warrior/148" x 96" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=573
574	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ram 5500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=574
577	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Dodge Ram 4500 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=577
581	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Dodge Ram 5500 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=581
585	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Ford F-450 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=585
589	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Ford F-550 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=589
591	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Chevrolet 3500 / Modular Box 146``x90``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=591
592	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Chevrolet 3500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=592
594	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 3500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=594
595	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 4500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=595
596	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 4500 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=596
597	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 5500 / Modular Box 170``x 95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=597
598	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-350 / Modular Box 146``x90``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=598
599	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-350 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=599

600	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=600
601	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=601
602	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-550 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=602
603	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Chevrolet CV5500 Chief XL/169" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=603
604	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Freightliner M2 Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=604
605	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	International MV Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=605
606	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Demers	Chevrolet CV5500 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=606
607	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Chevrolet	Chevrolet 6500 HD Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=607
611	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Freightliner	Freightliner M2 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=611
613	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International CV 515 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=613
615	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International MV 607 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=615
620	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Dodge 5500 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=620
623	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Freightliner M2 / Modular Box 96``x166``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=623
636	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	Freightliner M2 / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=636
637	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	International MV607LP / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=637
647	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	Freightliner M2 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=647
648	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	International MV Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=648
650	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Chevrolet 5500 HD / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=650
652	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Freightliner M2 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=652
654	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International CV / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=654
656	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International MV / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=656
661	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	Freightliner / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=661
662	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 160x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=662
663	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=663
664	Ambulance Type II - 4x2 Van Gas Engine	Demers	T-250 Eco-Boost TES	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=664
665	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=665
666	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Ford	Ford Transit T 250 Gas Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=666
667	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ford Transit Intrepid	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=667
668	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ram Promaster 2500 Pioneer II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=668
673	Ambulance Type II - 4x2 Van Gas Engine	Osage	Ford Transit Travois	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=673
674	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Chevrolet Van	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=674
676	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Ford Transit MR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=676
677	Ambulance Type III - 4x2 Cutaway Van Diesel Engine	ETR/AEV Sprinter	Sprinter 3500 / Modular Box 148``x86``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=677
678	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Chevrolet 4500 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=678
679	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Ford E-450 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=679
680	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Chevrolet 3500 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=680
681	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Ford E-350 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=681
682	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Chevrolet 4500 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=682
683	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Ford E-450 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=683
684	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=684
685	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G4500 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=685
686	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=686
687	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=687
688	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-450 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=688
692	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Excellance	Ford E-450 / Modular Box 168.625``x90.25``x96.25``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=692
705	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Horton	Ford XLE E-450 / Modular Box 149``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=705
718	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Chevrolet 4500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=718
719	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Ford E-450 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=719
722	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G3500 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=722
726	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G4500 / Modular Box 170``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=726
730	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Ford E-450 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=730
732	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 146`` X 90`` X 68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=732
733	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 153`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=733
735	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G4500 / Modular Box 170`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=735
736	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 146`` X 90`` X 68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=736
737	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 153`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=737
739	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-450 / Modular Box 170`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=739

FSA Cooperative Purchasing Program



FSA23-VEF17.0
Fire & Rescue Vehicles, Boats, & Equipment
Final Award Report

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Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Airport Rescue Fire Fighting (ARFF) Apparatus

Item: 1, Oshkosh Airport Products, Striker 4x4

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,044,318.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Airport Rescue Fire Fighting (ARFF) Apparatus

Item: 2, Oshkosh Airport Products, Striker 6x6

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,113,785.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Airport Rescue Fire Fighting (ARFF) Apparatus

Item: 3, Oshkosh Airport Products, Striker 8x8

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,777,606.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Electric Vehicle (EV) Pumper

Item: 7, E-ONE, Vector

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$2,099,524.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Electric Vehicle (EV) Pumper

Item: 8, Ferrara Fire Apparatus, Inc., Vector

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$2,108,024.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Electric Vehicle (EV) Pumper

Item: 11, Rosenbauer, RTX

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,950,000.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Electric Vehicle (EV) Pumper

Item: 12, Spartan ER, Vector

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$2,109,024.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Apparatus - Initial Attack

Item: 13, E-ONE, Ford F550 2 dr Diesel 4x2

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$290,886.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Apparatus - Initial Attack

Item: 17, Pierce Manufacturing Inc., Ford F550 MP

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$324,635.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Apparatus - Initial Attack

Item: 18, Rosenbauer, Ford 550 Frmd Alum 22` 11``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$327,732.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 21, E-ONE, Freightliner M2

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$276,373.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 22, E-ONE, International

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$286,065.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 23, Ferrara Fire Apparatus, Inc., Freightliner M2-106

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$264,243.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 25, Rosenbauer, Freightliner Fl 106 Frmd Alum 33`3``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$347,459.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 27, Spartan ER, Freightliner M2 M/D Rescue

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Emergency Vehicles, Inc.	$270,921.00	Build
	Alternate	REV RTC	$297,925.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Medium Duty Rescue Apparatus

Item: 28, Spartan ER, International M/D Rescue

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Emergency Vehicles, Inc.	$273,065.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Apparatus

Item: 31, Rosenbauer, Commander Frmd Alum 75` / 44` 10``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,521,584.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 35, E-ONE, Typhoon 95` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,698,121.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 36, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100 / 100`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,654,628.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 39, Pierce Manufacturing Inc., Enforcer Ascendant Aerial Tower 100` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,736,838.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 41, Rosenbauer, Commander Frmd Alum 75` / 44` 10``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,685,217.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 42, Spartan ER, Gladiator MMP LT 93`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,749,221.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 43, Spartan ER, Gladiator MMP SFA 100`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,565,794.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mid Mounted Aerial Platform

Item: 44, Spartan ER, Gladiator MMP SFA 85`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,470,406.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 49, E-ONE, Freightliner 1800 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$329,898.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 50, E-ONE, Freightliner 2000 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$333,167.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 51, E-ONE, Freightliner 2500 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$354,032.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 52, E-ONE, Freightliner 3000 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$371,704.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 53, E-ONE, International 1800 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$337,211.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 55, E-ONE, International 2500 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$364,878.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 56, E-ONE, International 3000 gallon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$379,297.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 57, Ferrara Fire Apparatus, Inc., Freightliner M2-106

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$382,985.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 60, Pierce Manufacturing Inc., Freightliner Dryside Single Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$418,277.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 61, Pierce Manufacturing Inc., Freightliner Dryside Tandem Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$436,773.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 62, Pierce Manufacturing Inc., Freightliner FX Single Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$361,365.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 63, Pierce Manufacturing Inc., Freightliner FX Tandem Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$384,436.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 64, Pierce Manufacturing Inc., International Dryside Single Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$432,185.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 65, Pierce Manufacturing Inc., International Dryside Tandem Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$452,650.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 66, Pierce Manufacturing Inc., Saber Dryside Single Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$552,994.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 67, Pierce Manufacturing Inc., Saber Dryside Tandem Rear Axle

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$608,481.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Mobile Water Supply Fire Apparatus

Item: 69, Rosenbauer, Freightliner 106 Frmd Alum 30` 3``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$458,161.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 85, E-ONE, Freightliner 2 dr

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$324,599.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 86, E-ONE, International 2 dr

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$331,151.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 87, Ferrara Fire Apparatus, Inc., Freightliner M2-106

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$379,954.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 89, Pierce Manufacturing Inc., Freightliner

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$381,498.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 90, Pierce Manufacturing Inc., Freightliner FXP

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$383,531.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Commercial 2 Door

Item: 91, Pierce Manufacturing Inc., International

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$396,746.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 97, E-ONE, Cyclone II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$582,423.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 99, E-ONE, Typhoon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$546,567.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 100, Ferrara Fire Apparatus, Inc., Ferrara Cinder XD96

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$586,014.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 103, Pierce Manufacturing Inc., Saber

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$513,801.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 105, Rosenbauer, Commander Frmd Alum 29` 10``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$767,166.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 1 Custom - Medium 4 Door

Item: 108, Spartan ER, Metro SMPMPR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$569,032.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 2 Custom - Medium 4 Door

Item: 114, E-ONE, Cyclone II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$732,811.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 2 Custom - Medium 4 Door

Item: 116, E-ONE, Typhoon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$669,803.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 2 Custom - Medium 4 Door

Item: 117, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$738,865.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 2 Custom - Medium 4 Door

Item: 119, Pierce Manufacturing Inc., Enforcer

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$724,279.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Pumper - Level 2 Custom - Medium 4 Door

Item: 123, Rosenbauer, Commander Frmd Alum 29` 10``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$868,266.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 133, E-ONE, Cyclone II 100` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,161,685.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 135, E-ONE, Cyclone II 137` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,325,535.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 136, E-ONE, Typhoon 75` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,015,985.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 137, E-ONE, Typhoon 78` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,020,476.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 138, Ferrara Fire Apparatus, Inc., Ferrara Cinder XD96 / 77`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,020,745.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 139, Ferrara Fire Apparatus, Inc., Ferrara Igniter XD100 / 77`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,040,042.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 140, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100 / 77`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,070,932.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 141, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100 107`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,261,225.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 144, Pierce Manufacturing Inc., Enforcer 100` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,390,882.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 145, Pierce Manufacturing Inc., Enforcer 105` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,304,735.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 146, Pierce Manufacturing Inc., Enforcer 107` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,249,639.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 147, Pierce Manufacturing Inc., Enforcer 75` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,123,469.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 148, Pierce Manufacturing Inc., Saber 75` Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,103,667.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 154, Rosenbauer, Commander Frmd Alum 78` / 36` 11``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,381,827.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 156, Spartan ER, Gladiator RMA LT 110`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,367,926.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 158, Spartan ER, Gladiator RMA SFA 105`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,226,966.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 159, Spartan ER, Gladiator RMA SFA 125`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,358,299.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 162, Spartan ER, Metro RMA LT 75`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,114,296.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 165, Spartan ER, Metro RMA SFA 75`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$999,175.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Platform

Item: 168, E-ONE, Cyclone II 100` Platform Aluminum

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,463,462.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Platform

Item: 170, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100 / 100`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,406,851.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Platform

Item: 173, Pierce Manufacturing Inc., Enforcer 100` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,486,635.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Platform

Item: 174, Pierce Manufacturing Inc., Enforcer 110` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,313,499.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Platform

Item: 176, Rosenbauer, Commander 101` / 47` 6``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,658,495.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 181, E-ONE, Cyclone II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$689,725.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 182, E-ONE, Typhoon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$615,226.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 183, Ferrara Fire Apparatus, Inc., Ferrara Cinder XD96

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$515,368.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 186, Pierce Manufacturing Inc., Enforcer HDR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$731,655.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 188, Rosenbauer, Commander Frmd Alum 31` 3``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$680,581.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 192, Spartan ER, Gladiator

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Emergency Vehicles, Inc.	$578,837.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Heavy

Item: 193, Spartan ER, Metro

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Emergency Vehicles, Inc.	$550,009.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 197, E-ONE, Typhoon

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$528,568.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 201, Frontline Communications, Freightliner Frontline C30

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$564,740.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 202, Frontline Communications, Freightliner Frontline C35

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$635,541.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 203, Frontline Communications, Freightliner Frontline C40

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$698,771.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 204, Frontline Communications, Saber Frontline C40

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$958,080.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 205, Pierce Manufacturing, Inc., Enforcer Walk-In HDR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$800,923.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 207, Rosenbauer, Commander Frmd Alum 35` 11``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$677,211.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Walk In

Item: 212, Spartan ER, Metro

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Emergency Vehicles, Inc.	$545,172.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Tractor Drawn Aerial Apparatus

Item: 214, Ferrara Fire Apparatus, Inc., Ferrara Inferno XD100 / 100`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,528,347.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Tractor Drawn Aerial Apparatus

Item: 216, Pierce Manufacturing Inc., Enforcer 107` Steel

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$1,585,569.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Tractor Drawn Aerial Apparatus

Item: 217, Rosenbauer, Commander Frmd Alum 100` / 59` 1``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	North America Fire Equipment Company, Inc.	$1,678,096.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Tractor Drawn Aerial Apparatus

Item: 219, Spartan ER, Gladiator TDA 105`

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$1,622,137.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 229, REV RTC, F550 2 dr

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$157,798.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 231, Skeeter, Chevrolet / GMC

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$195,976.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 232, Skeeter, Dodge

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$192,626.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 233, Skeeter, Ford

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$189,344.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 234, Skeeter, Freightliner

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$256,659.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 235, Skeeter, International

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$197,080.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 236, South Florida Emergency Vehicles, Ford SFEV Brush

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	South Florida Emergency Vehicles LLC.	$189,134.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 306, TNT Systems, Inc, Combi-Tool, EBFCC-28-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$10,957.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 307, TNT Systems, Inc, Combi-Tool, EBFCC-28-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,133.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 311, TNT Systems, Inc, Cutter, ESLC-29-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$10,584.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 312, TNT Systems, Inc, Cutter, ESLC-29-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$10,760.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 313, TNT Systems, Inc, Cutter, EBFC-320-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,561.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 314, TNT Systems, Inc, Cutter, EBFC-320-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,737.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 320, TNT Systems, Inc, Ram, ER-40-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$7,254.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 321, TNT Systems, Inc, Ram, ER-40-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$7,430.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 322, TNT Systems, Inc, Ram, ETLS-40-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$8,493.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 323, TNT Systems, Inc, Ram, ETLS-40-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$8,670.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 325, TNT Systems, Inc, Spreader, ES100-24-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,309.00	Build
	Primary	Ten-8 Fire & Safety, LLC	$11,309.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 326, TNT Systems, Inc, Spreader, ES100-24-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,486.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 327, TNT Systems, Inc, Spreader, ES100-28-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,405.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 328, TNT Systems, Inc, Spreader, ES100-28-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,581.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 329, TNT Systems, Inc, Spreader, ES100-32-18V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,622.00	Build
	Primary	Ten-8 Fire & Safety, LLC	$11,622.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Battery Powered Rescue Tools

Item: 330, TNT Systems, Inc, Spreader, ES100-32-20V

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$11,798.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Emergency Transport Utility Vehicles

Item: 343, Moto Electric Vehicles, MotoEV Electro Bubble Buddy 3 Passenger EMS, ENB- 3PEMS

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	GATORMOTO UTILITY VEHICLES AND MORE LCC	$20,995.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Emergency Transport Utility Vehicles

Item: 344, Moto Electric Vehicles, MotoEV Electro Bubble Buddy 5 Passender EMS, EBB- 5PEMS

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	GATORMOTO UTILITY VEHICLES AND MORE LCC	$31,995.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 366, Metal Shark Boats, 23 Relentless

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$228,909.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 367, Metal Shark Boats, 28 Courageous

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$388,109.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 368, Metal Shark Boats, 29 Defiant

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$429,302.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 369, Metal Shark Boats, 32 Defiant

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$549,302.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 370, Metal Shark Boats, 32 Defiant NXT

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$569,302.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 371, Metal Shark Boats, 38 Defiant

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$849,902.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 372, Metal Shark Boats, 38 Defiant NXT

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$849,902.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 373, Metal Shark Boats, 50 Defiant

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$2,801,922.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 374, Metal Shark Boats, 70 Defiant

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$6,601,922.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Fire Rescue, EMS, & Patrol Boats

Item: 375, Metal Shark Boats, 75 Endurance

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Gravois Aluminum Boats, LLC	$7,391,992.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Outboard Engines

Item: 427, Cox Marine, CX0300

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ring Power Corporation	$62,056.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 488, Braun, Chevy CK3500 Express Plus/150" x 95" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$262,838.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 489, Braun, Ford F-450 Express Plus/150" x 95" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$262,732.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 490, Braun, Ford F-550 Chief XL/169" x 98" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$305,933.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 491, Braun, Ram 4500 Express Plus/150" x 95" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$256,250.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 492, Braun, Ram 5500 Chief XL/169" x 98" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$301,457.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 493, Crestline, Chevy CK3500 CCL 150/150" x 95" x 68HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$188,448.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 494, Crestline, Ford F-350 CCL 150/150" x 95" x 68HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$181,313.00	Build
	Primary	Ten-8 Fire & Safety, LLC	$181,313.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 495, Demers, Ford F-450 MXP150/150" x 95" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$215,393.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 496, Demers, Ford F-550 MXP170/170" x 95" X 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$237,875.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 497, Demers, Ram 4500 MXP150/150" x 95" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$209,260.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 498, Demers, Ram 5500 MXP170/170" x 95" X 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$240,056.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 499, ETR/AEV Chevrolet, Chevrolet 3500 HD / Modular Box 145``x92``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$188,613.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 500, ETR/AEV Chevrolet, Chevrolet 4500 HD / Modular Box 148``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$228,562.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 501, ETR/AEV Chevrolet, Chevrolet 5500 HD / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$235,602.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 502, ETR/AEV Dodge, Dodge 3500 / Modular Box 145``x92``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$216,296.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 503, ETR/AEV Dodge, Dodge 3500 / Modular Box 148``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$225,530.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 504, ETR/AEV Dodge, Dodge 4500 / Modular Box 148``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$230,796.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 505, ETR/AEV Dodge, Dodge Ram 5500 / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$236,351.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 506, ETR/AEV Ford, Ford F-350 / Modular Box 145``x92``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$188,914.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 507, ETR/AEV Ford, Ford F-350 / Modular Box 148``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$200,077.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 508, ETR/AEV Ford, Ford F-450 / Modular Box 148``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$218,319.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 509, ETR/AEV Ford, Ford F-450 / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$222,588.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 510, ETR/AEV Ford, Ford F-550 / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$223,711.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 514, Excellance, Dodge 4500 / Modular Box 96``x172``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	$280,443.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 517, Excellance, Ford F-450 / Modular Box 96``x172``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	$276,010.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 543, Horton, Chevrolet C3500 HD / Modular Box 149``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$243,807.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 544, Horton, Dodge Ram 3500 - 453 / Modular Box 149``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$251,007.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 545, Horton, Dodge Ram 4500 - 603 / Modular Box 157``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$266,412.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 546, Horton, Dodge Ram 4500 / Modular Box 157``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$265,159.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 547, Horton, Dodge Ram 5500 - 603 / Modular Box 157``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$266,616.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 548, Horton, Dodge Ram 5500 - 623 / Modular Box 173``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$269,428.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 549, Horton, Dodge Ram 5500 / Modular Box 173``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$270,772.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 550, Horton, Ford F-350 / Modular Box 149``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$243,237.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 551, Horton, Ford F-450 - 603 / Modular Box 157``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$250,120.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 552, Horton, Ford F-450 / Modular Box 157``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$250,120.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 553, Horton, Ford F-550 - 603 / Modular Box 167``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$251,664.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 554, Horton, Ford F-550 / Modular Box173``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$253,397.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 571, Osage, F-550 Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$252,067.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 572, Osage, Ford F-450 Warrior/148" x 96" x 68HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$237,398.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 573, Osage, Ram 4500 Warrior/148" x 96" x 68HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$232,858.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 574, Osage, Ram 5500 Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$247,717.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 577, Road Rescue, Dodge Ram 4500 / Modular Box 150``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$263,233.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 581, Road Rescue, Dodge Ram 5500 / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$269,583.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 585, Road Rescue, Ford F-450 / Modular Box 150``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$259,811.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 589, Road Rescue, Ford F-550 / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$268,355.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 591, Wheeled Coach, Chevrolet 3500 / Modular Box 146``x90``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$179,242.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 592, Wheeled Coach, Chevrolet 3500 / Modular Box 153``x95``x67``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$209,918.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 594, Wheeled Coach, Dodge Ram 3500 / Modular Box 153``x95``x67``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$214,764.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 595, Wheeled Coach, Dodge Ram 4500 / Modular Box 153``x95``x67``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$229,243.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 596, Wheeled Coach, Dodge Ram 4500 / Modular Box 170``x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$238,530.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 597, Wheeled Coach, Dodge Ram 5500 / Modular Box 170``x 95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$237,252.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 598, Wheeled Coach, Ford F-350 / Modular Box 146``x90``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$183,419.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 599, Wheeled Coach, Ford F-350 / Modular Box 153``x95``x67``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$214,742.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 600, Wheeled Coach, Ford F-450 / Modular Box 153``x95``x67``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$229,515.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 601, Wheeled Coach, Ford F-450 / Modular Box 170``x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$238,167.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 602, Wheeled Coach, Ford F-550 / Modular Box 170``x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$240,147.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 603, Braun, Chevrolet CV5500 Chief XL/169" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$305,990.00	Build
	Primary	Ten-8 Fire & Safety, LLC	$305,990.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 604, Braun, Freightliner M2 Super Chief/170" x 96" x 73HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$357,756.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 605, Braun, International MV Super Chief/170" x 96" x 73HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$360,906.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 606, Demers, Chevrolet CV5500 MXP170/170" x 95" X 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$244,267.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 607, ETR/AEV Chevrolet, Chevrolet 6500 HD Diesel / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$238,537.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 611, ETR/AEV Freightliner, Freightliner M2 Diesel / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$278,224.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 613, ETR/AEV International, International CV 515 Diesel / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$245,652.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 615, ETR/AEV International, International MV 607 Diesel / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$263,384.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 620, Excellance, Dodge 5500 / Modular Box 96``x172``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	$281,508.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 623, Excellance, Freightliner M2 / Modular Box 96``x166``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	$285,375.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 636, Horton, Freightliner M2 / Modular Box 173``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$277,974.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 637, Horton, International MV607LP / Modular Box 173``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$265,627.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 647, Osage, Freightliner M2 Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$294,779.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 648, Osage, International MV Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$292,101.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 650, Road Rescue, Chevrolet 5500 HD / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$302,299.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 652, Road Rescue, Freightliner M2 / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$307,733.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 654, Road Rescue, International CV / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$292,980.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 656, Road Rescue, International MV / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$309,563.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 661, Wheeled Coach, Freightliner / Modular Box 170``x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$262,386.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 662, Wheeled Coach, International / Modular Box 160x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$250,512.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 663, Wheeled Coach, International / Modular Box 170``x95``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$267,495.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 664, Demers, T-250 Eco-Boost TES

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$119,082.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 665, ETR/AEV Chevrolet, Chevrolet G3500 Type II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$102,905.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 666, ETR/AEV Ford, Ford Transit T 250 Gas Type II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$111,998.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 667, FR Conversions, Ford Transit Intrepid

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$102,677.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 668, FR Conversions, Ram Promaster 2500 Pioneer II

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$102,155.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 673, Osage, Ford Transit Travois

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$111,367.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 674, Wheeled Coach, Chevrolet Van

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$110,329.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type II - 4x2 Van Gas Engine

Item: 676, Wheeled Coach, Ford Transit MR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$116,447.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Diesel Engine

Item: 677, ETR/AEV Sprinter, Sprinter 3500 / Modular Box 148``x86``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$181,316.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 678, Braun, Chevrolet 4500 Chief XL

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$254,775.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 679, Braun, Ford E-450 Chief XL

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$260,522.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 680, Crestline, Chevrolet 3500 CCL 150

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$159,026.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 681, Crestline, Ford E-350 CCL 150

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$157,221.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 682, Demers, Chevrolet 4500 MX170/170" x 95" x 72"HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$208,028.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 683, Demers, Ford E-450 MX170/170" x 95" x 72"HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$216,480.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 684, ETR/AEV Chevrolet, Chevrolet G3500 / Modular Box 145``x92``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$160,534.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 685, ETR/AEV Chevrolet, Chevrolet G4500 / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$182,324.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 686, ETR/AEV Ford, Ford E-350 / Modular Box 145``x92``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$159,745.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 687, ETR/AEV Ford, Ford E-350 / Modular Box 145``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$174,422.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 688, ETR/AEV Ford, Ford E-450 / Modular Box 172``x95``x68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$181,743.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 692, Excellance, Ford E-450 / Modular Box 168.625``x90.25``x96.25``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	$231,279.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 705, Horton, Ford XLE E-450 / Modular Box 149``x96.25``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	ETR, L.L.C.	$207,087.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 718, Osage, Chevrolet 4500 Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$202,036.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 719, Osage, Ford E-450 Super Warrior/168" x 96" x 72HR

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	$208,061.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 722, Road Rescue, Chevrolet G3500 / Modular Box 150``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$224,156.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 726, Road Rescue, Chevrolet G4500 / Modular Box 170``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$236,570.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 730, Road Rescue, Ford E-450 / Modular Box 168``x96``x72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$234,064.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 732, Wheeled Coach, Chevrolet G3500 / Modular Box 146`` X 90`` X 68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$159,688.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 733, Wheeled Coach, Chevrolet G3500 / Modular Box 153`` X 95`` X 72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$194,297.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 735, Wheeled Coach, Chevrolet G4500 / Modular Box 170`` X 95`` X 72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$208,083.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 736, Wheeled Coach, Ford E-350 / Modular Box 146`` X 90`` X 68``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$160,880.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 737, Wheeled Coach, Ford E-350 / Modular Box 153`` X 95`` X 72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$192,066.00	Build

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type III - 4x2 Cutaway Van Gas Engine

Item: 739, Wheeled Coach, Ford E-450 / Modular Box 170`` X 95`` X 72``

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$206,250.00	Build

FSA Cooperative Purchasing Program



FSA23-VEF17.0
Fire & Rescue Vehicles, Boats, & Equipment
How to Order

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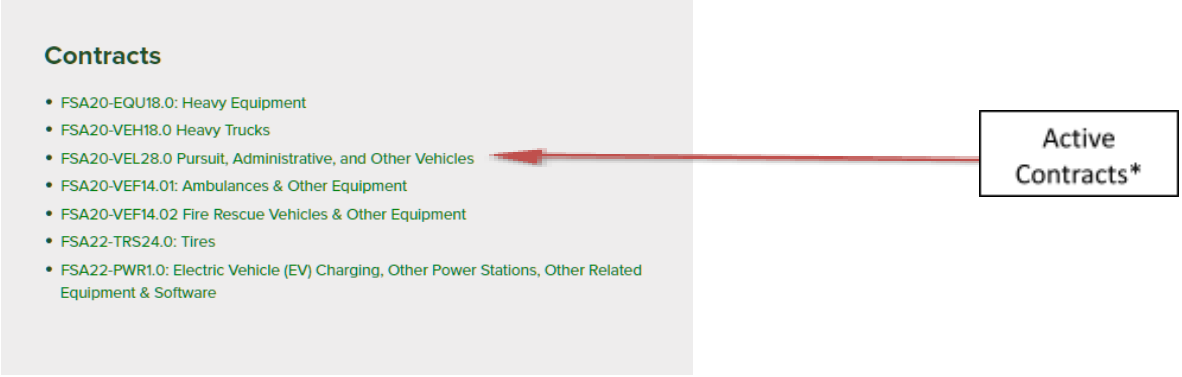
CPP Ordering Instructions

1) The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) welcomes purchasers to utilize our available contracts at no cost. FSA CPP currently has seven (7) active contracts, each are hyperlinked below and can be found on the CPP home page.

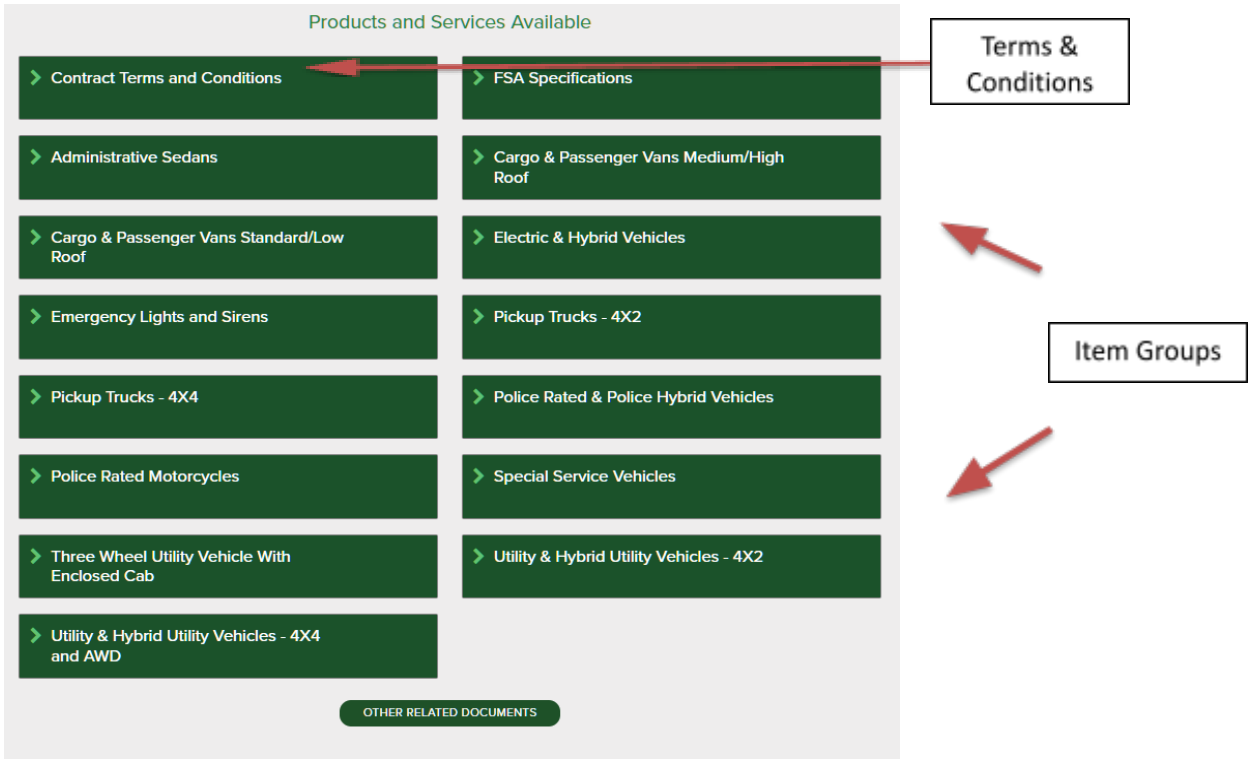
- ✔ Pursuit, Administrative and Other Vehicles
- ✔ Heavy Trucks & Buses
- ✔ Heavy Equipment
- ✔ Tires
- ✔ Electric Vehicle (EV) Charging, Power Stations, Equipment & Software
- ✔ Fire Rescue Vehicles and Equipment
- ✔ Ambulances and Equipment

2) Select the contract you are interested in. This can be done via the CPP home page or the Purchaser Resources page. *Note: information shown is for visual purposes only and may not reflect all current contracts.

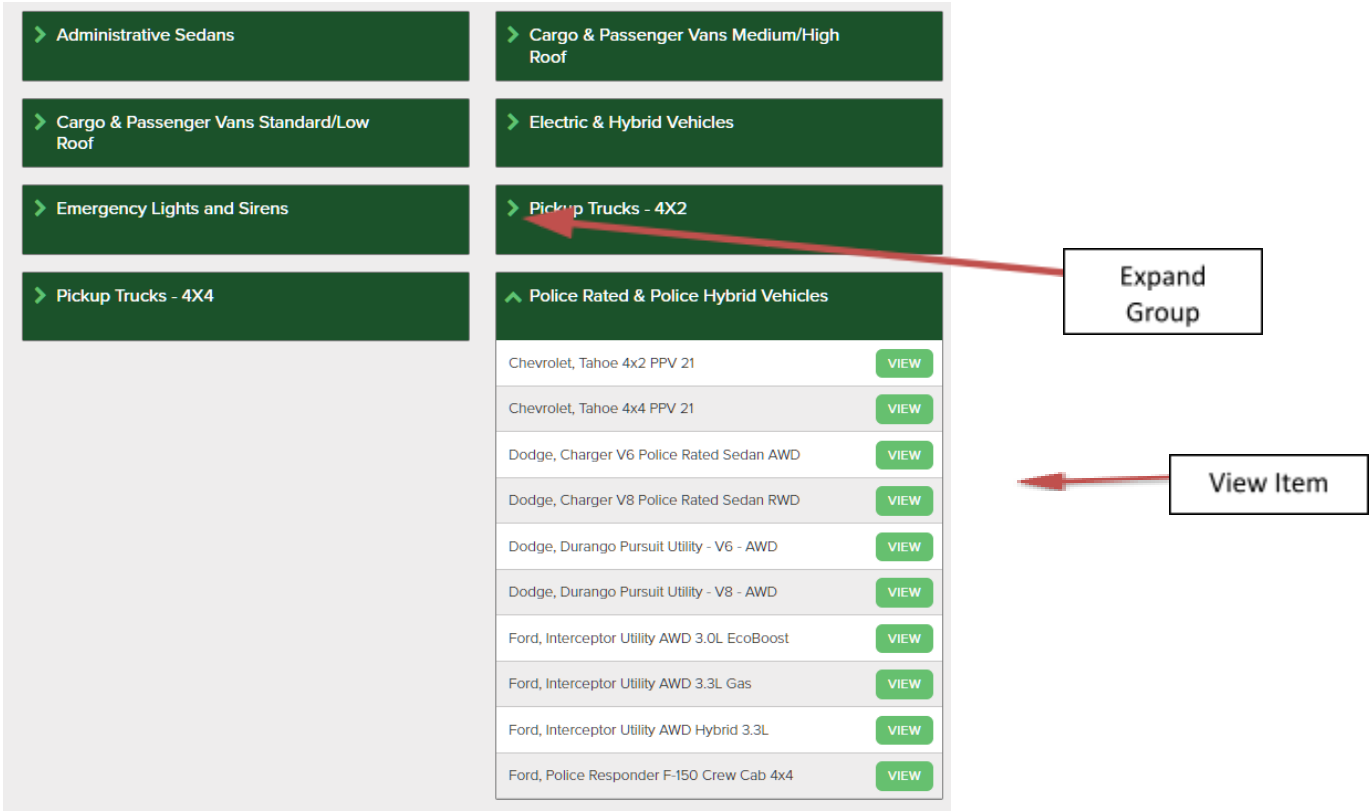


3) Scroll down to the Products & Services portion of the webpage, where there will be green boxes containing the Terms & Conditions and Item Groups.

CPP Ordering Instructions



4) To view available items, expand the Item Group by clicking on the green arrow to the left of each name. To view prices, awarded vendors by zone, build sheets, and option pricing select the green "View" button on the right.



CPP Ordering Instructions

5) A new tab will open, displaying the item award page. This page shows the primary awarded vendor for each zone and alternate vendors (if applicable). **Prices listed on this page are the current base price for contract items.** Click the "Build" link to review the vendor's Build Sheet. Click the "Options" link to review the vendor's options and their accompanying prices. Items can be upgraded or downgraded within the options.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$36,767.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,267.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,303.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,145.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,162.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,250.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$37,259.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$36,767.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$37,259.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,303.00	0.00%	Build	Options

Awarded Vendors

Build Sheets

Option Sheets

6) Each contract page contains a contract specific Vendor Directory (see below). The directory provides the company name, if they opted-in for federal compliance, Sales/Fleet contact name, email address, and phone number. If a vendor has changed names, or been bought by another company both names will be shown in the directory.

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES

Contract Term: October 1, 2020 – September 30, 2022

Vendor Directory

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for pursuit, administrative and other vehicles. Our awarded vendors provide the top manufacturer names in the industry.

For details of the products and services available, use the links located below that match the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for items and includes the supporting bid documents you made need. Follow the purchasing instructions and remember to send a copy of your purchase order the FSA Cooperative Purchasing Program at COOP@FlSheriffs.org.

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the

ORDERING INSTRUCTIONS

VENDOR DIRECTORY

ZONE MAP

Need Assistance?

Email us at cpp@flsheriffs.org or call 850-877-2165

CPP Ordering Instructions

7) The "Purchaser Resources" page contains a Master Directory of CPP Vendors, in addition to the contract specific directories available on each award page.

8) FSA can make multiple awards by zone (if applicable). The purchaser has the choice of awarded vendors. The primary vendor offers the lowest price on the base item. If adding options, you may choose to get quotes from multiple awarded vendors. If a purchaser determines that a vendor in another zone can better serve their needs, they may order from that vendor; however, vendors may charge an out-of-zone delivery fee upon mutual agreement between the vendor and the purchaser.

9) Once a vendor has been identified for the item you wish to purchase, contact the vendor to request a quote.

10) Discuss delivery dates with the vendor. If no quote is provided, be sure to discuss delivery dates prior to issuing the purchase order to the vendor.

**Note: Vendors do not have any control over production delays in schedules from the manufacturer. **

Following the issuance of a purchase order, please send the PO to the selected vendors and the Florida Sheriffs Association at CPP@FlSheriffs.org.

CPP Ordering Instructions

11) Issue and submit a purchase order (PO) to the vendor.

12) The purchase order should include:
- The awarded vendor's name and address;
- The FSA contract number and title;
- The FSA item number and item description;
- The purchaser's federal identification number;
- The purchasing point of contacts name, phone number and email address; and
- Include the following FSA FIN/FAN/Certification codes on your purchase order for the corresponding manufacturer.

Manufacturer	Code Type	FSA Code	Contact
Ford	FIN	QE065	1-800-343-5338
Stellantis	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Nissan	Certification	FSA	FleetDistribution@Nissan-usa.com
Toyota	FIN	GE159	1-800-732-2798

13) As a courtesy, CPP asks that purchasers submit copies of purchase orders to COOP@flsheriffs.org.

We hope you enjoy your purchasing experience with the FSA Cooperative Purchasing Program, if you need any assistance, please contact our staff at CPP@FlSheriffs.org .

FSA Cooperative Purchasing Program



FSA23-VEF17.0
Fire & Rescue Vehicles, Boats, & Equipment Terms and Conditions

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1.0 General Conditions

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis." If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract. The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract.

1.03 TERM OF CONTRACT

This contract shall remain in effect for one two-year (2) term from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA**.** The initial term of contract begins April 1, 2023 and ends March 31, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 QUANTITIES

Over the last two years, eligible users purchased an average of 237 items from this contract each year. Items sold depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures. The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 DEFINITIONS

The terms used in this contract are defined as the following:

A. Base item specification: Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
B. Bidder: A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
C. Bid System: The online application used for the submission of bids and review of bid results for the item specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
D. Build Sheet: A document from the bidder or manufacturer that confirms that the bid item specifications submitted by bidders matches the FSA base item specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code, etc.
E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
G. Factory: Refers to the manufacturer produced products.
H. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration functions for this contract.
I. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of item specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers, and manufacturers to submit a price offer on a specific product to be provided. This term shall include the item specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
K. Item Specification Group: The item specification bid document contains the minimum base item specification requirements for each item or group of items within the competitive bid.
L. Manufacturer: The original producer or provider of items offered on this contract.
M. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents

the manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

a. Manufacturer's computer printouts
b. Manufacturer's official website

N. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base item specifications or options.
O. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item.
P. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative, volume discounts or other discounts.
Q. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items, vehicles or equipment to a purchaser.
R. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
S. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
T. Terms & Conditions: This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.
U. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.
V. Vendor: The bidder that has been awarded items who agrees to provide the items meeting the base item specifications and are in compliance with the terms of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract for items sold. If the vendor is not the manufacturer, the vendor must be certified by the manufacturer to market, sell, provide, and service for an awarded item.
W. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, bidders certify that they are willing to comply with the requirements outlined in Appendix C upon receipt of a federally funded purchase order. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal funds for purchase, or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The bidder, without exception shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all item specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable federal or State legal or regulatory requirements laws that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321.
FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the item specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this item specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- Addenda to Item Group Specifications, if issued
- Item Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org. The bid title and number should be referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of item specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event

of conflict with the original item specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgement of the addenda to the item specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive; however, that pursuant to Section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the alternate company is not already an approved FSA vendor, they are required to submit a Qualifications Packet to the FSA to become an approved vendor *prior to* conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.
By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to

capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.32 NONCONFORMANCE

Items may be tested for compliance with item specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors,

sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease the item base price to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a “Notice of Protest” in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party’s claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party’s filing will be reimbursable to the FSA and deducted from the protesting party’s bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References (if applicable)
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Vehicle Technician Attestation
- State compliance attestations
  - E-Verify
  - Workers Compensation
  - Drug-Free Workplace
  - Motor Vehicles Dealer license
- Federal compliance attestations
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificate of Insurance for awarded vendor

The qualification packet is located on the bid system.

2.02 LICENSING & FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Service plans to include:
  - Response time to initial call from purchaser,
  - Number of personnel available to service the contract,
  - Qualifications of personnel providing warranty work, and
  - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 ITEM SPECIFICATIONS

All items covered by this contract shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base item specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The base item specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base item specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

FSA develops the item specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the item specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts must be offered on this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each item and option listed. The bidder has the authority to offer additional discounts based on quantity, as well as additional manufacturer or bidder discounts.

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA Bid System.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base item specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base item specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, item specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 PRE-BID MEETING

Prospective bidders are **required** to attend or participate in the Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all components included in the item specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination and include shipping and delivery to the purchaser.

2.13 OPTION PRICING

The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options offered, if awarded. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the item specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and

should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the item specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA item specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

2.15 BID SUBMISSION

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the item, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix A. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The bid system is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@vendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item
- Upload files as instructed in the bid system; files requested will be in .pdf format.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet
- Build sheet for each item bid as a single .pdf
- Any requested exceptions or equivalents

FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements as set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

FSA reserves the right to determine which responses meet the requirements, item specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item and by manufacturer to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidder by item and by manufacturer and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix C, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.23 BID TABULATIONS

In the event that more than one bid is submitted per item a Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as identified on the bid calendar.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES / RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, technical questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.

The FSA reserves the right to in its sole discretion, elect to implement an optional term or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

Month-to-Month Continuation
In the event that a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENTS

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Surcharges
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price and must be submitted as a percentage change. If a dollar amount is provided, FSA will calculate the percentage change.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

Changes resulting from PPI will be verified by the FSA, after the vendor requests a price adjustment under this provision and identifies the commodity code for each item as designated by the BLS.

In the event of changes to national or state standards, the vendor must present verifiable changes from the manufacturer in price to FSA. FSA may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

For any price adjustment to commence annually or on the first day of the contract extension, the vendor's request for price adjustment should be submitted 60 (sixty) days prior to the annual execution of the contract or to the expiration of the contract extension.

Changes to Production or Design

Significant changes by the manufacturer to the production and item specification design may also initiate a price adjustment request. FSA will consider order dates, production cutoffs, conditions as provided for in Section 3.08, as well as replacement or complete redesign of items when considering significant changes to manufacturer production or design.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Surcharges

Surcharges are increased costs that are imposed on awarded vendors for items sold on this contract. Surcharges can be related to the cost of materials, cost of transportation or shipping, or fees imposed by the governing entities. Since surcharges are imposed on awarded vendors, in order to request a price change, the vendor must document the origin of the surcharge.

The vendor must provide manufacturer or supplier certification documentation that identify the reason or cause for the surcharge to FSA in advance of assessing surcharges to a purchaser.

Surcharge After a Purchase Order is Issued

When a purchase order has been issued, the vendor may present a surcharge with all required documentation to the purchaser for consideration. The purchaser may accept or negotiate a reduction in the surcharge or reject the surcharge at their discretion.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.11 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product

provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.12 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.13 AMBULANCE REMOUNT

Ambulance remount services may be offered by awarded vendors on this contract. Remount service providers shall maintain a minimum of $5,000,000 in Product Liability Insurance and a minimum of $1,000,000 in Professional Garage Keepers Liability Insurance. It is the responsibility of the vendor to maintain the insurance requirements under the Terms and Conditions. Proof of adequate coverage shall be provided to the purchaser upon request.

All remount service providers must be registered with National Highway Traffic Safety Administration (NHTSA) as a new vehicle manufacturer as required by law (49 CFR 571.7(e)). The remounter shall follow all recommended guidelines and practices as published and prescribed by the OEM chassis manufacturer for the chassis platform supplied. This includes:

1. Compliance with Federal Motor Vehicle Safety Standards (FMVSS);
2. Incomplete Vehicle Document (IVD) for appropriate chassis;
3. OEM Body Builder's Guide for appropriate chassis; and
4. Ford QVM Program Truck Guidelines or other OEM Chassis Upfitter programs.

The remounter must have financial strength to adequately support any warranty obligation provided to the customer and be able to verify this to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warranty the ambulance and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first) from date of acceptance, exclusive of any authorized driveaway mileage.

2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including prorated adjustments, or if the remounter generally extends to their customers a greater or extended warranty coverage, the purchaser shall receive corresponding warranty benefits.

The remounter must follow all recommended guidelines and requirements which apply to the new chassis, as well as application and installation of all components and equipment included in the remounted vehicle. This shall include suitability and generational compatibility of key components to meet both make and model year of chassis utilized.

The remounter shall perform the following series of steps to determine viability of the proposed remount vehicle prior to production:

1. The viability process shall include a visual inspection of ambulance body module for overall condition to determine suitability and feasibility for forward service life. This shall include the compatibility of the body to the proposed new chassis.
2. This viability process shall include, and the remounter shall provide, a Scope of Work document which shall include an itemized proposal to the customer and a notice of compliance to FMVSS requirements, as well as weight balance and payload analysis and projections. A minimum payload of 1,500 pounds is required.
3. The remounter shall inform the purchaser of any additional deficiencies or defects discovered during the production process and inform the purchaser immediately whereby remediation shall be mutually determined.

It is the responsibility of the vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the production process for the remounted vehicle to include:

1. Evaluation and physical assessment of original vehicle;
2. Engineering analysis for major modifications such as change in chassis type or body mounts;
3. The actual production sequence and process; and
4. Written and verified quality control and function checks.

3.14 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.15 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

Purchase orders may include additional terms and conditions established by the purchasing agency. When presented with a purchase order containing additional requirements beyond those established herein, the vendor may negotiate any additional requirements with the purchaser prior to accepting the purchase order.

3.16 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base item specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

- Copy of the purchase order
- Copy of the FSA base item specification
- Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
- Copy of the pre-delivery service report
- Registration warranty certification
- Owner's manual
- Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

Deliveries within 2,500 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchaser. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct $0.51 cents per mile in excess of 2,500 miles from the invoice. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.17 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.18 REGISTRATION, TAG AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.21 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.22 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following information:

- Purchaser name
- Purchase order number
- Purchase order issue date
- FSA contract title and number
- Item number
- Item make and model, or item description
- Item price
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the above information, the vendor may submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided to FSA.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports should follow this schedule:

Contract Year 1: April 1, 2023 – March 31, 2024

Year 1 Quarter 1	April 1 – June 30	July 15
Year 1 Quarter 2	July 1 – September 30	October 15
Year 1 Quarter 3	October 1 – December 31	January 15
Year 1 Quarter 4	January 1 – March 31	April 15

Contract Year 2: April 1, 2024 – March 31, 2025

Year 2 Quarter 1	April 1 – June 30	July 15
Year 2 Quarter 2	July 1 – September 30	October 15
Year 2 Quarter 3	October 1 – December 31	January 15
Year 2 Quarter 4	January 1 – March 31	April 15

If a contract extension or renewal option are executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by item specifications, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day

Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A: Bid Calendar

FSA23 - Fire & Rescue Bid Calendar	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	10/11/2022
Registration for Workshop & Pre-bid Open	11/1/2022
Voluntary Workshop for Interested Bidders; Review Specifications	12/5/2022
New Specification requests due	12/16/2022
Pre-Bid meeting	1/11/2023 - 1/12/2023
Request for Clarifications Due to FSA	1/20/2023
FSA VendorLink Bidder Training	1/24/2023
Bid System Open	1/31/2023
Cone of Silence	1/31/2023 - 3/10/2023
Bid Submissions Due	2/27/2023
Public Bid Opening	3/1/2023
Bid Tabulations Posted	3/1/2023
Bid Evaluation	3/6/2023 - 3/10/2023
Intent To Award	3/10/2023
Final Bid Award Announcement	4/1/2023
Effective Date Of New Contract	4/1/2023

For the most up to date information, please refer to https://www.flsheriffs.org/law- enforcement-programs/cooperative-purchasing-program/bid-announcements

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

Appendix B: ACH Payments

Protecting, Leading & Uniting....since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix C: Federal Clauses

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS*

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance

with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a

purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEF17.0:

Fire & Rescue Vehicles, Boats, & Equipment

Awarded Vendor Contract Signature Pages

1525

Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The following pages are the submitted contract signature pages from the awarded vendors. The contract signature page is submitted within the Bidder Qualification Packet for the bid. By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.
The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The contract signature page may be handwritten or signed digitally. The forms that contained a digital signature have been noted as such.

CONTRACT SIGNATURE FORM

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The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name NAFECO

Business Address 1515 West Moulton Street
Decatur, AL 35601

Name of Authorized Agent Doris Thrasher

Email address of authorized agent doris.thrasher@nafeco.com

Signature Doris Thrasher

Date 02/15/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Gravois Aluminum Boats, LLC DBA Metal Shark Boats

Business Address 160 Boro Lane
Franklin, LA 70538

Name of Authorized Agent Dean Jones

Email address of authorized agent djones@metalsharkboats.com

Signature Dean Jones

Date 02/15/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Excellance, Inc

Business Address 453 Lanier Road, Madison, AL 35758

Name of Authorized Agent Charlie Epps

Email address of authorized agent charlie@excellance.com

Signature Charlie Epps

Date 02/14/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Emergency Vehicles, Inc.

Business Address 705 13th Street - Lake Park, FL 33403-2303

Name of Authorized Agent Ernst R. Temme

Email address of authorized agent ernie@evi-fl.com

Signature

Date 02/27/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name REV RTC, Inc.

Business Address 725 SW 46th Avenue, Ocala, FL 34474

Name of Authorized Agent Dee Daniels

Email address of authorized agent dee.daniels@revrtc.com

Signature Dee Daniels

Date 02/15/2023

CONTRACT SIGNATURE FORM

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name South Florida Emergency Vehicles

Business Address 4655 Cummins Court
Fort Myers, FL 33905

Name of Authorized Agent David Stonitsch

Email address of authorized agent dstonitsch@sflev.com

Signature David Stonitsch

Date 02/15/2023

CONTRACT SIGNATURE FORM

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The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name ETR, LLC

Business Address 700 SOUTH FRENCH AVENUE SANFORD, FLORIDA 32771

Name of Authorized Agent JERRY MICHALUK

Email address of authorized agent JERRY@ETRLLC.ORG

Signature

Date 02/24/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name GATORMOTO UTILTIY VEHICLES AND MORE LLC

Business Address 58 WEST 9TH STREET | ATLANTIC BEACH FL 32233

Name of Authorized Agent Brett Jackrel | Sales Manager | Moto Electric Vehicles
Phone: (904) 247-1818 Email: Bjackrel@MotoElectricVehicles.com
Address: 58 West 9th Street | Atlantic Beach FL 32233

Email address of authorized agent BJACKREL@MOTOELECTRICVEHICLES.COM

Signature

Date 02/26/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0

Bidder Company Name Ring Power Corporation

Business Address 500 World Commerce Parkway
St. Augustine, FL 32092

Name of Authorized Agent Jay Lusk

Email address of authorized agent jay.lusk@ringpower.com

Signature

Date 02/13/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Ten-8 Fire & Safety, LLC

Business Address 2950 59th Ave. Dr. E. Bradenton, FL 34203

Name of Authorized Agent Cindy Morgan

Email address of authorized agent cmorgan@ten8fire.com

Signature Cindy Morgan

Date 02/15/2023

FSA Cooperative Purchasing Program



FSA23-VEF17.0:

Fire & Rescue Vehicles, Boats, & Equipment

Item Group Specifications

1537

Item Groups Summary

All items factory installed unless otherwise indicated. All bids shall meet the manufacturer's base item standard equipment and the minimum specifications of the base item bid.

Fire Vehicles

- Airport Rescue Fire Fighting (ARFF) Apparatus*
- Electric Vehicle (EV) Pumper*
- Fire Apparatus - Initial Attack
- Medium Duty Rescue Apparatus
- Mid Mounted Aerial Apparatus
- Mid Mounted Aerial Platform
- Mobile Water Supply Fire Apparatus – Single or Dual Axle
- Pumper Commercial 2-Door
- Pumper - Level 1 Custom 4 Door Chassis
- Pumper - Level 2 Custom 4 Door Chassis
- Rear Mounted Aerial Apparatus
- Rear Mounted Aerial Platform
- Rescue Apparatus - Heavy
- Rescue Apparatus - Walk-In
- Tractor-Drawn Aerial Apparatus
- Wildland Fire Apparatus

Fire & Rescue Equipment

- Battery Powered Rescue Tools*
- Emergency Transport Utility Vehicles*
- Fire Rescue, EMS, and Patrol Boats*
- Outboard Engines *
- Personal Watercraft*

Ambulance Vehicles

- Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Regular Cab, Diesel Engine
- Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Medium Duty Regular Cab, Diesel Engine
- Type II Ambulance: 4x2 Wheel Drive, Van, Gas Engine
- Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Gas Engine
- Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Diesel Engine

**Indicates that this is a new item specification group as of 2023*

Airport Rescue Fire Fighting Apparatus (ARFF)

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards and any other referenced NFPA standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards (where applicable). USDOT /FAA procurement specification AC 150/5220-10E. When requested by the purchaser, Vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient GVWR to safely accommodate all options selected by the purchaser. Bidders to bid Classes of ARFF that they produce.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, GVWR, angle of approach, and angle of departure
- Component manufacturers certificates supplied electronically
- Operational test data sheets electronically
- Product warranties
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of Operator and Service Manuals shall be provided to the purchaser at the time of delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Power Train

- Engine certified by manufacturer for the application
- Transmission certified by manufacturer for the application

Fire Pump & Plumbing

- Centrifugal pump meeting the requirements of current NFPA standards

Apparatus Body

- Shall be corrosion resistant
- Minimum of 10 cubic feet of enclosed storage space
- Water tank /AFFF Sized based on AC 150/5220-10E meeting current NFPA standards

Emergency Warning

- Fully compliant with current NFPA standards/AC 150/5210-5
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop/turn/back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Paint as required by 150/5220-10E
- Striping as required by 150/5220-10E

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year fire pump warranty
- Lifetime booster tank

Electric Vehicle (EV) Pumper

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient GVWR to safely accommodate all options selected by the purchaser. Vender must submit minimum power requirement needed for vehicles charging system.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail system
- Heavy duty 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 4200 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Power Train

- Primary drive shall be electric motor supplied power from onboard rechargeable EV batteries.
- Secondary drive/range extender shall activate when battery reaches a state of charge no lower than 15%
- Run time as required by current NFPA standards
- Secondary braking as specified by current NFPA standards
- Fuel tank 30-gallons minimum
- Engine exhaust vertical, where possible
- Secondary drive/APU shall have OEM oil and fuel filters

Vehicle Charging

- Daily use charger will need to be obtained from a third-party vendor. Awarded vendors must provide proper guidance for selection of charger to be used. Purchasers may consult the FSA22-PWR1.0 Electric Vehicle Charging contract for additional charging options.

Fire Pump & Plumbing

- 1,250 GPM pump per current NFPA standards
- One 3" deck gun discharge
- Four 2.5" discharge outlets (includes one (1) rear 2-1/2" discharge)
- One 2.5" suction inlet on left pump panel
- Two 6" steamer inlets with caps
- Discharge relief valve or electronic pressure governor.
- Inlet pressure relief valves
- Two 1.5" crosslays with 2" piping
- One 3" tank to pump line
- One 1.5" tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver's side pump panel (not in a compartment)
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Cab

- Manufacturer's standard medium length tilt aluminum cab.
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, equipped with seat belt/occupant detection/warning system.
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report (if applicable)
- Minimum four (4) 750 CCA batteries (if applicable)
- Load manager with automatic high idle function (if applicable)
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA compliant upper and lower-level warning light package
- Electronic 100-watt siren, minimum; 100-watt siren speaker, minimum
- Two (2) rear deck lights
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments-two (2) adjustable shelves per compartment
- Minimum of two (2) low side compartments right side of body-one (1) adjustable shelf per compartment
- Lights in compartments to meet current NFPA standards
- One (1) full height, full depth compartment rear of body, one (1 adjustable shelf per compartment
- Back up alarm
- Right side brackets for 24 ft. 2-section, 14 ft. roof, 10ft. attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider

- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards

Water Tank

- Minimum 500-gallon poly tank
- NFPA compliant fill tower

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone - excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year fire pump warranty
- Lifetime booster tank
- EV Battery (Batteries) 5 years

Fire Apparatus - Initial Attack

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings to be provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial Chassis (2 Door or Crew Cab)

- Cab to axle – 60 inches or more
- Gross vehicle weight rating (GVWR) – 19,500 lbs.
- Heavy service suspension
- Turbo diesel engine
- Manufacturer's standard front and rear axles
- Power steering
- Tires – all season with steel wheels
- Alternator(s) meeting 12-volt system requirements
- Battery system to meet 12-volt system requirements
- OEM fuel tank, largest available – minimum 40 gallon
- Front tow hooks
- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.

Power Train

- Turbo diesel engine
- Automatic transmission
- Limited slip differential, if available as standard equipment

2 Door or Crew Cab

- 2-door seating for a minimum of (2) passengers; crew-cab seating for a minimum of four (4) passengers; vinyl split-bench seat
- Single tone cab paint finish with OEM standard paint warranty
- Air conditioning and heating
- Power Mirrors with separate flat and convex sections – extended trailer towing mirrors
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Engine compartment light

- Slip resistant running boards under cab doors per current NFPA standards

Fire Pump & Plumbing

- Minimum 500GPM water pump with in-cab interlocked pump shift for pump engagement
- Primer
- Lighted pump control panel
- Electronic pressure governor
- Pump cooler or recirculation line
- Minimum 4.5-inch suction inlet
- 2.5-inch suction gated for drafting
- 1.5-inch tank fill
- Three (3) 2.5-inch discharge
- Gauge package: Water level indicator, dual master pressure/vacuum gauges, 2-inch discharge pressure gauges
- Maximum sized polypropylene booster tank allowable; not to exceed OEM gross vehicle weight rating (GVWR)
- 3-inch tank to pump connection
- Minimum 8-inch square fill tower with minimum 4-inch overflow tube

Apparatus Body

- Bidders to bid on each of their offered construction types:
- Extruded aluminum
- Formed aluminum
- Formed galvanneal steel
- Formed stainless steel
- Modular Compartments minimum of two (2) per side
- Bidders to state thickness, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- NFPA minimum lighting in each compartment
- Backup alarm
- Tailboard and/or stirrup type step for climbing from ground to rear of truck – bidders to state exact design
- Lights at each step
- Stop, turn, backup lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- No wood used in mounting

Emergency Warning

- Fully compliant with current NFPA standards, Initial Attack Fire Apparatus
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- Five (5) year engine
- Five (5) transmission
- OEM chassis manufacturer's standard warranty
- Lifetime booster tank warranty
- Five (5) year fire pump warranty
- Cab & chassis standard manufacturer paint warranty
- Body 10-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body

Medium Duty Rescue Apparatus

In all areas of this specification bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle orientation as outlined in current NFPA standards
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase
- Two-wheel drive; minimum 108-inch cab to axle
- 110,000 psi heat treated steel frame rail system
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic ft. per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

2-Door Cab

- Seating for minimum of two (2) passengers, seats with NFPA compliant seat belts and seat belt warning system
- NFPA compliant 12-volt switches and instruments
- Air conditioning and heating
- Engine compartment light
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Cab and compartment door ajar light and buzzer
- Engine compartment light
- Alternator to meet the requirements of amp draw report.
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt battery charger receptacle near driver's door

Apparatus Body

- Bidders to bid on each of their offered construction types:
    - Extruded aluminum
    - Formed aluminum
    - Stainless Steel
- Minimum 14 ft. body length outside length, do not include rear step in 14 ft. calculation of body length; non-walk-in type
- Body compartments shall be configured:
    - Minimum of 10 shelves total. Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
    - Minimum one (1) transverse compartment forward of rear wheels; must use all available space forward of rear wheels
    - One (1) transverse compartment over rear axle each side
    - One (1) full depth/full height compartment behind rear axle one each side
    - One (1) full height as deep as possible compartment on rear of body
    - Compartment lights per current NFPA standards
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards

Emergency Warning

- NFPA upper and lower warning light package
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM chassis manufacturer's standard warranty
- 10-year paint on body pro-rated
- Five (5) year engine
- Five (5) year transmission
- Cab & Chassis standard manufacturer paint warranty
- Body 10-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body

Mid Mounted Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance, and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 6-inch minimum extended front bumper polished stainless steel with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- Minimum 2 section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM) with monitor at the ladder tip: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls

- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on pump panel meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufacturers the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between aerial tip and turntable control pedestal
- Minimum 1,000 GPM waterway system meeting NFPA controls for nozzle at fly section and turntable control pedestal, with manual pinned waterway or remote-control moveable waterway
- Minimum 3-inch waterway discharge with 3-inch valve with hand-wheel or electric control on pump panel
- Minimum 4-inch waterway inlet (non-gated) on rear or on side of body per current NFPA standards
- Waterway relief valve and minimum 1.5-inch drain
- Stabilizer controls and stabilizer to aerial controls mounted on left side of body or at the rear of the apparatus.
- One (1) high intensity spotlight on ladder tip. Two (2) high intensity flood lights on ladder base.
- If painted finish on steel or galvanized steel aerial – bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards

Fire Pump & Plumbing

- Minimum 1,250 gallons per minute (GPM) pump as rated per current NFPA standards. Pump shall be capable to achieve rated aerial flow without exceeding design performance.
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one (1) on side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges

- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
    - Extruded aluminum
    - Formed aluminum
    - Formed galvanneal steel
    - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Ladder storage for minimum 85 ft. NFPA ground ladders, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year front axle
- Two (2) year rear axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Mid Mounted Aerial Platform

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 6-inch minimum extended front bumper polished stainless steel with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine, emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab meeting
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Platform – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- Minimum 3 section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 1000 lbs. minimum in addition to equipment mounted in platform
- Aerial rated load capacity while flowing 1000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted in platform
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter to be mounted at pump panel or turntable pedestal
- All aerial control devices shall meet current NFPA standards
- Man-saver gate or similar fall protection provisions at top of pedestal.
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards

- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufacturers the entire aerial device shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle (controls in platform and at turntable control pedestal)
- Minimum 3-inch waterway discharge with 3-inch valve with hand-wheel or electric control on pump panel
- Minimum 4-inch waterway inlet (non-gated) on rear or on side of body per current NFPA standards
- Waterway relief valve and minimum 1.5-inch drain
- Stabilizer controls and stabilizer to aerial controls mounted on left side or rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two high intensity flood lights on ladder base
- Painted finish on steel or galvanized steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards
- The platform constructed of heat reflecting reinforced aluminum. The platform shall have a minimum floor area of 14 square ft. and be provided with closed sides, 45-inch high all around
- The platform shall be completely enclosed along the floorboard to protect occupants
- Two (2) lightweight deck monitors installed

Fire Pump & Plumbing

- Minimum 1,250 gallon per minute (GPM) pump as rated per current NFPA standards (pump shall be capable to achieve rated aerial flow without exceeding design performance)
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one on side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system

- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- Minimum 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Ladder storage for minimum 85 ft. NFPA ground ladders, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA quint compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel,
- compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural

- Lifetime frame warranty
- Two (2) year front axle
- Two (2) year rear axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Mobile Water Supply Fire Apparatus – Single or Dual Axle

In all areas of this specification bidders must comply with current National Fire Protection Association (NFPA) standards, mobile water supply Chapter 7, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. The intent of the mobile water supply specification is for all bidders to bid a mobile water supply vehicle with as much side and rear compartmentation as possible; equipped with an apparatus body, hose-bed, and pump module that are separate of the water tank. The hose-bed shall be integral to the apparatus body. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Two-wheel drive
- 110,000 psi heat treated steel frame with full length inner C-channel liner
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic feet per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking to meet current NFPA standards
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank

- OEM oil, fuel, transmission filters

2-Door Cab

- Minimum seating for two (2) – with NFPA compliant seat belts and seat belt warning system
- NFPA compliant 12-volt switches and instruments
- Air conditioning and heating
- Engine compartment light
- Dome/step lights meeting current NFPA standards
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Cab and compartment door ajar light and buzzer
- Alternator to meet the requirements of the amp draw report
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt battery charger receptacle near driver's door

Fire Pump & Plumbing

- Minimum 500 gallons per minute (GPM) midship mounted PTO pump per current NFPA standards
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- One (1) 4-inch minimum steamer, on left side panel
- 2.5-inch left side gated suction
- 2-inch tank fill pump to tank fill
- Direct gated external tank fills meeting current NFPA standards
- Two (2) 2-inch cross-lay hose beds with 1.5-inch connection over the pump compartment
- One (1) 2.5-inch left side discharge
- One (1) 2.5-inch right side discharge
- Stainless steel piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Side mount pump panel with gauges and all pump controls on driver side pump panel
- Minimum 1800-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- Rear tank dump valve with 3-way dump capability

Apparatus Body

- Bidders to bid on each of their offered construction types:

  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Hard suction rack for two (2) lengths 10 ft x 4-inch minimum of hard suction
- Compartments: low side compartments both sides of body forward or after rear wheels; bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- One shelf minimum per compartment
- Back up alarm
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body and rear of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year body structural
- 10-year paint pro-rated on body
- Five (5) year corrosion perforation on body
- OEM Chassis manufacturer's standard warranty
- Five (5) year fire pump warranty
- Five (5) year engine
- Five (5) year transmission
- Lifetime warranty on water tank

Pumper Commercial 2-Door

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Requested by end user, bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Two-wheel drive
- 110,000 psi heat treated steel frame rail system
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic feet per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

2-Door Cab

- Minimum seating for two (2) – with NFPA compliant seat belts and seat belt warning system
- Console between seats for storage of radios, 12-volt switches, and maps/notebooks
- Air conditioning and heating
- Engine compartment light
- Dome/step lights meeting current NFPA standards
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step light
- Cab and compartment door ajar light and buzzer
- Alternator to meet the requirements of amp draw report
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt receptacle near driver's door with onboard battery charger

Lights And Sirens

- NFPA compliant warning lighting package – manufacturer's standard package
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments (2 shelves minimum per compartment)
- Minimum of two (2) low side compartments right side of body (1 adjustable shelf minimum per compartment)
- One (1) full height, full depth compartment rear of body (1 adjustable shelf minimum per compartment)
- Back up alarm
- Right side brackets for 24 ft 2-section, 14 ft roof, 10 ft attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant- including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- Running boards at each pump panel

- Brushed stainless steel or black non-glare aluminum pump panels
- Hose bed lighting must be provided per current NFPA standards
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards
- No less than four (4) self-contained breathing apparatus (SCBA) Bottle Storage

Pump

- Minimum 1m250 gallons per minute (GPM) drive shaft driven split shaft pump per current NFPA standards
- One 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets-includes one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valve
- Two 1.5-inch cross-lays / speedlays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver side pump panel (not in a compartment)
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Water Tank

- 750-gallon T-type tank poly
- Fill tower to meet requirements of current NFPA standards

Compartments

- Manufacturer will submit cubic feet and size of compartments per request

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year body structural
- 10-year paint pro-rated on body
- Five (5) year corrosion perforation on body
- OEM Chassis manufacturer's standard warranty
- Five (5) year fire pump warranty
- Five (5) year engine warranty
- Five (5) year transmission warranty
- Lifetime tank warranty

Pumper - Level 1 Custom 4 Door Chassis

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail system
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 4200 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 350 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank

- OEM oil, fuel, transmission filters

Cab

- Manufacturer's standard medium length tilt aluminum cab.
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, equipped with seat belt/occupant detection/warning system.
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA compliant upper and lower-level warning light package
- Electronic 100-watt siren, minimum; 100-watt siren speaker, minimum
- Two (2) rear deck lights
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments-two (2) adjustable shelves per compartment
- Minimum of two (2) low side compartments right side of body-one (1) adjustable shelf per compartment
- Lights in compartments to meet current NFPA standards
- One (1) full height, full depth compartment rear of body, one (1 adjustable shelf per compartment
- Back up alarm

- Right side brackets for 24 ft. 2-section, 14 ft. roof, 10ft. attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards

Pump

- Minimum 1,250 gallons per minute (GPM) drive shaft pump per current NFPA standards
- One 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets including one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valves
- Two (2) 1.5-inch cross-lays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver's side pump panel-not in a compartment
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Water Tank

- 750-gallon T-type tank, poly
- NFPA compliant fill tower

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump warranty
- Lifetime booster tank

Pumper - Level 2 Custom 4 Door Chassis

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail system heat treated
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield, 1.5-inch front jump line with enclosed compartment in center of front bumper to hold minimum 100 ft. of 1-3/4 inch DJ fire hose
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, aluminum wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Aluminum wheels with hub and lug trim package
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Turbocharged diesel engine with a minimum 400 horsepower and 1,450 ft. lbs. torque rating emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- EVS 3000 or equivalent automatic transmission
- 65-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Extended length tilt aluminum cab-minimum 65-inch from center of front axle to rear of cab with minimum 10-inch raised rear roof, seating for six (6), five (5) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts per current NFPA standards, seats equipped with seat belt, occupant detection warning system per current NFPA standards
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights with LED marker and clearance lights
- LED forward facing turn and warning lights
- LED cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Minimum 320-amp alternator
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA LED compliant lighting package, upper and lower
- 100-watt siren, minimum
- Mechanical siren with dual controls
- Two (2) 100-watt siren speakers, minimum
- Two (2) rear deck lights
- Four (4) 20,000 lumen LED lights mounted on body
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel

- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Three (3) full height, full depth rescue style compartments on driver's side-two (2) adjustable shelves in each compartment
- Three (3) full height, full depth lower, half-depth upper rescue style compartments passenger side of body- two (2) adjustable shelves in each compartment
- One (1) full height, full depth compartment rear of body-one adjustable shelf per compartment
- Back up alarm
- Internal ladder storage compartment right rear of body, to hold NFPA complement of ground ladders and two (2) pike poles
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider; minimum hose bed size of 70 cubic feet of usable storage
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- LED stop, turn, back up lights
- LED DOT clearance and marker lights
- LED license plate light
- Minimum of six (6) self-contained breathing apparatus (SCBA) bottle storage compartments in rear wheel wells
- Rub rail along each side of body with reflective stripe in rub rail
- Running boards at each pump panel with a recessed hose well with hose restraint strap in the passenger side running board
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards
- Two (2) floor mounted aluminum roll-out trays, minimum 250 lb. capacity each, located by customer
- Equipment package: One (1) 10 ft. folding attic ladder, one (1) 14 ft. roof ladder, one (1) 24 ft. two (2) section extension ladder, two (2) 10 ft. pike poles

Pump

- Minimum 1,500 gallons per minute (GPM)
- One (1) 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets-includes one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valves
- Two (2) 1.5-inch cross-lays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30 degree turn downs on all 2.5-inch or larger discharges
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- One (1) 4-inch LDH discharge, right side pump panel, hand wheel control with 4-inch discharge valve and piping

Water Tank

- 750-gallon rectangular tank polyethylene fill tower, NFPA compliant

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Rear Mounted Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine emergency vehicle service rated

- Engine exhaust at front of right rear wheels
- Secondary braking system per current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Rear-mounted configuration
- Minimum two (2) section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted at tip of ladder

- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided.
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufacturers the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal.
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle
- Controls at fly section and at turntable control pedestal with movable manual pinned waterway or remote-control movable waterway
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel or electric control on pump panel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted on rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two (2) high intensity flood lights on ladder base
- Painted finish on steel or galvanized steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards

Fire Pump & Plumbing

- Minimum 1,250 gallons per minute (GPM) pump as rated per current NFPA standards. Pump shall be capable to achieve rated aerial flow without exceeding design performance
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one on each side panel

- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment with 1.5-inch connections
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Fill tower per NFPA requirements
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- High left and right-side compartments or high left side compartments and low right side compartments with right side hose bed-one adjustable shelf per compartment
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Rear ladder storage for minimum 85 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- No fewer than four (4) self-contained breathing apparatus (SCBA) bottle storage

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper

- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Rear Mounted Aerial Platform

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail with full length inner 110,000 psi C-channel liner or integral torque box frame
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5,000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt, telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine with 1,450 ft. lb. torque rating
- Engine exhaust at front of right rear wheels emergency vehicle service rated
- Secondary braking per current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab meeting current NFPA standards
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Rear-mounted configuration
- Minimum 3-section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Single axle chassis: platform rated load capacity not flowing water: 750lbs. plus equipment. Dual axle chassis: platform rated load capacity not flowing water: 1,000 lbs. plus equipment.

- Platform rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. in addition to permanently affixed equipment
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend, retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors current NFPA standards
- Lighted turntable area
- The aerial manufacturer, the company that manufacturers the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle, controls in platform and at turntable control pedestal
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel or electric control on pump panel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted on rear of apparatus body
- One (1) high intensity spotlight on platform
- Two (2) high intensity flood lights on ladder base
- Painted finish on steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards
- Platform construction and design must meet current NFPA standards
- Platform operating positions must meet current NFPA standards

Fire Pump & Plumbing

- Minimum 1,500 gallons per minute (GPM) pump as rated per NFPA-pump shall be capable to achieve rated aerial flow without exceeding design performance
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler

- Two (2) 6-inch steamers, one on each side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment with 1.5-inch connection
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Fill tower to meet NFPA requirements
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- High left and right-side compartments or high left side compartments and low right side compartments with right side hose bed eight (8) shelves total
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Lights in compartments to meet current NFPA standards
- Hose bed lighting must be provided per current NFPA standards
- Back up alarm
- Rear ladder storage for minimum 115 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting

- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Rescue Apparatus - Heavy

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle orientation as outlined in current NFPA standards
- Pump test certification (if applicable) by independent third party
- Water tank capacity (if applicable) certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt telescopic wheel

Powertrain

- Minimum 350 horsepower turbocharged diesel engine with 1000 ft. lb. torque rating emergency vehicle services rated
- Automatic transmission emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed stainless steel
- Minimum 18 ft. body length, outside body length, do not include rear step in 18ft body length calculation, non-walk-in type body
- Body compartments shall be configured:
- One (1) full depth/full height compartment behind rear axle one each side Four (4) shelves total
- One (1) transverse compartment forward of rear wheels, must utilize all space available forward of rear wheels
- One (1) transverse compartment over rear axle each side to include one floor-mounted pull-out tray
- One (1) full height as deep as possible compartment on rear of body one (1) adjustable shelf
- Bidder to state compartment sizes
- Minimum of 520 cubic feet of use able storage space
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards
- Two (2) 12-volt upper side body scene lights per side (4 lights total)
- Minimum 10-inch rear step for access for rear storage compartment, step surface to meet NFPA requirements for slip-resistance, with NFPA compliant handrails

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear item
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Two (2) year fire pump (if applicable)
- Lifetime booster tank (if applicable)

Rescue Apparatus - Walk-In

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Air brake package
- Manufacturer's standard compressor
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 300 horsepower diesel engine with 660 ft. lb. torque rating emergency vehicle service rated
- Minimum EVS 3000 transmission or equivalent
- Engine exhaust at front of right rear wheels
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Seating for two (2)
- Air ride driver seat, all others fixed position

- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Air conditioning and heating
- Remote controlled mirrors
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Dome lights with red and clear bulbs
- Under cab step lights
- Color coded and function coded wiring
- Alternator, 270A or sized to amp draw report
- Minimum two (2) 750 CCA batteries
- Dual air horns with dual in-cab controls

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed stainless steel
- Minimum 15ft. body length, outside body length, do not include rear step in 15ft. body length calculation, walk-in type body
- Body compartments shall be configured with minimum of:
- Two (2) curb side compartments (4 total shelves)
- Three (3) street side compartments (6 total shelves)
- LED Compartment lights
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards
- Two (2) 12-volt upper side body scene lights per side four (4) lights total
- Curbside entry door

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year body paint pro-rated
- Five (5) year corrosion perforation on cab and body

- Lifetime frame warranty
- Manufacturer's standard warranty for front and rear axles
- Five (5) year engine
- Five (5) year transmission
- Two (2) year fire pump (if applicable)
- Lifetime booster tank (if applicable)

Tractor-Drawn Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party, if applicable
- Water tank capacity certification, if applicable
- Aerial non-destructive, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner or integral torque box frame
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5,000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes

Powertrain

- Minimum 450 horsepower turbocharged diesel engine with 1650 ft. lb. torque rating emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- 4-section aerial with minimum elevation of 100 ft. per current NFPA standards
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards

- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufacturers the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle
- Controls at fly section and at turntable control pedestal with movable manual pinned waterway or remote-control movable waterway
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted at front or rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two (2) high intensity flood lights on ladder base
- Aerials with painted finish bidder shall provide copy of paint warranty on aerial (see warranty section)
- Instruction plates and signs must be installed per current NFPA standards

Tiller

- Tiller cab to be totally enclosed
- Tiller cab to have one (1) fixed suspension seat
- Tiller cab to have minimum 6-inch round convex mirror, one on each side
- Gooseneck area of tiller trailer to be constructed of 100,000 psi minimum yield strength steel
- Trailer frame rails to be constructed of 80,000 psi minimum yield strength steel
- Tiller trailer axle to be minimum of 22,800 lbs.

Apparatus Body

- Bidders to bid on each of their offered construction types:
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanneal steel
  - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction

- High left side compartments and high right-side compartments-10 total shelves and 1 pull out tray per transverse compartment
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Lights in compartments to meet current NFPA standards
- Back up alarm
- Rear ladder storage for minimum 115 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Rear, stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year all axles
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump, if applicable
- Lifetime booster tank, if applicable

Wildland Fire Apparatus 4x4

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specification
- Approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Cab to axle – 60-inch minimum
- gross vehicle weight rating (GVWR) – 19,000 lbs.
- Heavy service suspension
- Turbo diesel engine
- Manufacturer's standard front and rear axles
- Power steering
- Tires – all terrain with steel wheels
- Alternator(s) meeting 12-volt system requirements
- Battery system to meet 12-volt system requirements
- Fuel tank – largest OEM fuel tank available
- Front tow hooks
- Rear tow hooks attached to frame

Power Train

- Diesel engine
- Automatic transmission
- OEM fuel tank, largest available
- Limited slip differential, if available as standard equipment auto locking hubs – shift on fly

2-Door Cab

- Seating for two (2) with a console in the middle
- Single tone cab paint finish with OEM standard paint warranty
- Air conditioning and heating
- Mirrors with separate flat and convex sections – extended trailer towing mirrors
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights

- Engine compartment light
- Slip resistant running boards under cab doors

Fire Pump & Plumbing

- Minimum 18 horsepower gasoline engine driven pump with electric start capable of 150 gallons per minute (GPM) at 100 psi
- Primer
- Lighted pump control panel
- Throttle
- Pump cooler or recirculation line
- 2.5-inch suction gated for drafting
- 1-inch tank fill
- One (1) 1.5-inch discharge
- One (1) 1-inch discharge
- Gauge package: Sight type water tank level in booster tank, single master pressure gauge
- 300-gallon skid type polypropylene booster tank with lifetime warranty
- 2.5-inch tank to pump connection fill tower NFPA compliant
- Electric rewind hose reel with 150 ft. of 1-inch red rubber booster hose

Apparatus Body

- Extruded aluminum or formed Stainless steel all welded body with bolt on modular aluminum diamond plate compartments, one (1) per side minimum
- Bidders to state thickness, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- One (1) light in each compartment
- Backup alarm

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-wattsiren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis manufacturer's standard warranty
- Lifetime booster tank warranty
- Five (5) year pump warranty
- Cab & Chassis standard manufacturer paint warranty
- Body 10-year paint warranty-pro rated

- Five (5) year corrosion perforation on body
- Five (5) year engine
- Five (5) year transmission

Battery Powered Rescue Tools

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing tool, tool batteries, and battery charger.

Documentation

- Vendor to provide user manual in either printed or electronic form

Batteries

- Batteries shall be provided to operate each powered rescue tool for a minimum of 20 minutes of continuous use

Battery charger

- A vehicle mountable charger with voltage of purchaser's choice

Warranty To Be Provided by Vendor to Purchaser

- 3-year batteries
- Manufacturers standard warranty on tools

Emergency Transport Utility Vehicles

In all areas of this specification, bidders must comply with current regulations, as applicable to fire rescue and EMS vehicles used indoors in such areas but no limited to sports stadiums, airports, seaports, etc. and outdoor areas such as parks, street festivals, race tracks, but no limited to and outdoor unimproved terrains such as national parks, woodlands, but not limited to where the units must to traverse and operate in mud, marsh, or other harsh conditions. All electrically powered units must be capable of operating no fewer than eight (8) hours when loaded with equipment, fire rescue personnel, and a patient. All vehicles powered by a gasoline or diesel engine must be equipped with the largest fuel tank from the vehicle manufacturer capable of allowing the unit to operate no fewer than eight (8) hours when loaded with equipment, fire rescue personnel and a patient. Additionally, the vehicle must meet all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel engines used in an off-road application must include all appropriate heat and exhaust shields. When requested by the purchaser, vendors shall submit detailed specifications on items and options offered by the manufacturer. Vendors are responsible for providing a properly equipped vehicle in a "ready to work" condition at time of delivery. All vehicles purchased under this contract must be designed with the correct gross vehicle weight rating/operating weight to support the transport of no fewer than two (2) personnel, one (1) patient and stretcher, and medical equipment to be carried on the vehicle.

Documentation

- When requested by end user, bidders to accurately state the dimensions of the vehicle, gross vehicle weight rating/operating weight fuel tank/battery sizes tire wheel specifications, wall to wall and curb to curb turning radius dimensions. Accurately state horsepower and torque output as measured by OEM
- Approval drawings provided prior to construction commencement
- One (1) set of safety, operator, and service manuals

Power Train

- Manufacturers standard or optional electrical motor or gasoline or diesel powered capable of properly powering a vehicle
- Manufacturers standard automatic transmission
- Correct tires must be supplied for the indoor and or outdoor area the vehicle is being purchased and operating in

Transport Body (if Applicable)

- The rear body area must be capable of holding and transporting a patient with a minimum weight of 250 lbs. on a full-size wheeled stretcher (purchaser to provide stretcher requirements for intended application)
- Must have a seat next to the stretcher position for fire rescue personnel to allow them to attend the patient while in transport.
- Must have the capability of carrying and storing the medical equipment typically used or desired by the purchaser

Emergency Warning (if applicable)

- Vehicle must be capable of accepting emergency warning lights
- Electronic siren and speaker with PA
- All lights to be LED

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

Fire Rescue, EMS, and Patrol Boats

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards when vessel is being used by a fire department in a water response/rescue/firefighting operation, all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel powered vessels, all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for vessel used in a water response/rescue/firefighting operation and/or police patrol/response application, and if a trailer is being purchased at the same time, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

When requested by the purchaser, vendors must submit detailed specifications for the vessel, trailer (if purchased at the same time) all systems installed in the vessel and options offered. Vendors are responsible for providing a vessel that is properly equipped inclusive of standard and OEM options and powered for the work requirement to be performed by the purchaser.

Documentation

- When requested by end user, bidders to accurately state all vessel dimensions (i.e. LOA, width, etc.), draft, fuel tank size(s), and operating weight when full of fuel and fluids inclusive of foam or other agents used in a firefighting application and/or any other item requested by the purchaser
- Engine(s) complete specifications
- Transmission(s) (inclusive of jet drive or other propulsion systems if equipped) if vessel is powered by an inboard or inboard/outboard engine
- Propeller specifications (if equipped)
- Generator specifications (if equipped)
- Primary fuel/water separators to all engines that draw fuel from the fuel tank. Water separator is to be the OEM's recommend proprietary unit or other brand desired by the purchaser that meets or exceed the primary fuel filtration requirement of the propulsion engines and generators.
- Firefighting equipment specification inclusive of the pump drive system, water pickup and pump gallons per minute (GPM) and fire nozzle discharge rates, etc. (if equipped)
- Any other system(s) equipment specifications installed on the vessel
- Approval drawings showing all equipment placement provided prior to construction commencement
- Two (2) sets of operator and service manuals for all systems installed on the vessel such as engine transmission but no limited to

Power Train

- Manufacturer's standard power train for vessel being provided for use in slow and high-speed operation

Pump (if applicable)

- Fire pump & plumbing to meet the work requirement of the purchaser

United State Coast Guard (USCG) Equipment (as Applicable)

- All minimum USCG equipment required to operate a vessel (fire extinguisher, flares, throwable floatation device, sound producing device, and required lighting for vessel size) except t for the personal floatation devices (PFD))
- All USCG required lighting for operation of a vessel in the day and/or night
- The system must be designed and capable of producing sufficient GPM and streams of water to allow a fire to be extinguished from a safe distance in accordance with any NFPA regulations
- System must be designed and capable of using sea water to extinguish fires and must be of the type that can survive the corrosive environment this unit will be exposed to without the yearly replacement of plumbing and connections.

Vessel Hull

- Manufacturer's standard hull (fiberglass, aluminum, steel, etc.) with reinforcements (if required) which must be capable of clearly performing the work requirement at slow or high speeds of the purchaser and the intended use of the vessel
- Must include tie down cleats on the left and right side of the bow and stern and a cleat(s) (depending on the length of the vessel multiple cleats may be needed) on the port and starboard side to be used for spring lines etc. to properly secure the units to the dock while the vessel is in the water

Emergency Warning for Fire Rescue, EMT, applications

- Vessel is to be equipped with the correct number of electronic siren(s) with and siren speaker(s) as applicable for the intended work requirement. All LED lights, for the rear, front, sides and manufacturer standard perimeter scene lights along the entire length of the port and starboard side of the vessel.

Paint Finish/Reflective Striping

- OEM standard paint scheme for model bid and when used in a fire rescue/EMT application, any required reflective striping per current NFPA standards
- Large Vessels that are designed to always be in the water 24/7/365 are to be provided with anti-fowling bottom paint to prevent unwanted growth of barnacles, algae, etc.

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

Outboard Engines

In all areas of this specification, bidders must comply with all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel fuel outboards (propeller, jet powered, etc.), all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for outboard engine used in a fire rescue vessel and/or police response vessel.

When requested by the purchaser, vendors must submit detailed specifications for the item and options offered and provide guidance to ensure the proper outboard engine is purchased. The bid price must include the outboard engine and all necessary parts and materials for installation; labor for installation may be offered as an option. Vendors are responsible for providing an outboard engine that is fully equipped and suitable for the vessel upon which it will be installed.

Documentation

- When requested by end user, bidders to accurately state outboard engine dimensions and weight, standard shaft length, propeller (material propeller is manufactured from, size, pitch, number of blades, etc.)
- One (1) set of operator and service manual

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

Personal Watercraft (PWC)

In all areas of this specification, bidders must comply with all applicable United States Environmental Protection Agency (EPA) emission standards for PWC, all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for PWC used in a fire/rescue vessels and/or police patrol/response application. If a trailer is required at the time of purchase all Federal Motor Vehicle Safety Standards (FMVSS) and National Highway Traffic Safety Administration (NHTSA) standards must be met and provided with the support trailer. When requested by the purchaser, vendors shall provide detailed specifications on the equipment and options provided if any. Vendors shall provide a PWC that is properly equipped with all mandated standard safety features, OEM options that are requested by the purchasing agency, and properly powered for the austere work conditions that are encounter by Fire, Police, EMS, and First Responders.

Trailer is not included in the bid price. Trailers offered as an option must meet all Federal Motor Vehicle Safety Standards (FMVSS) and National Highway Traffic Safety Administration (NHTSA) standards.

Documentation

- One (1) set of operator, safety, and service manuals.
- When requested by end user, bidders to accurately state all PWC dimensions (i.e. LOA, beam, draft, etc.) and operating weight when full of fuel and fluids.

Power Train

- Manufacture's standard powertrain for specific PWC model selected by the purchaser

United State Coast Guard (USCG) Equipment as Applicable

- All required USCG equipment (inclusive of the safety shut off lanyard) required to operate a PWC, fire extinguisher, whistle, distress light, and approved USCG personal flotation device (PFD) to operate a PWC

PWC Hull (If Applicable)

- When sold to or use by a fire/rescue department for water rescue/response operation, the PWC hull must have the capability to accept a rescue sled specifically used for surf rescue applications

Paint Finish

- OEM standard paint scheme for current model year

Warranty To Be Provided by Vendor to Purchaser

- Standard manufacturer warranty provided for the make, model, year of the item

Ambulance Item Specification Group Requirements

The manufacturer or vendor for vehicles under this item group:

- Shall be a current member in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (if applicable)
- Shall be a member of the National Truck Equipment Association's Ambulance Manufacturers Division
- Must comply with, Current Triple-K standards for, for the type of vehicle described herein, as prepared by an independent third-party testing laboratory, and must have "Star of Life" certification affixed to ambulance upon delivery (in-house certification will not be acceptable)
- Shall employ full-time parts personnel with toll-free access number
- Shall employ a full-time electrical troubleshooter with toll-free access number
- Shall employ a full-time warranty representative with toll-free access number

Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Regular Cab, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Turbo diesel engine, minimum 5.9L displacement
- Must include the chassis manufacturer's "Ambulance Prep Package" which is intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed minimum with overdrive
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar
- Rear stabilizer bar, if available

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two (2)
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 96-inch wide
- Two (2) speed wipers with intermittent option
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW) all season tread radial 17-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 13,200 lbs.
- Dual Rear Wheel Cab and chassis only
- Cab to center of axle 84 inches, minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided By Vendor To Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty – pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Medium Duty Regular Cab, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Diesel engine, 6 cylinder minimum
- Heavy-duty alternator, minimum 250 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's engine cooling

Transmission

- Automatic Transmission or Ford Torque Shift
- Manufacturer's transmission oil cooler: water to oil cooling

Axles

- Front Axle: 7,000 lbs.
- Rear Axle: 12,000 lbs.
- Front stabilizer bar, if available
- Air or hydraulic suspension with dual instant response leveling valves

Performance Items

- Power Steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Dual air suspension seats with armrest, if available
- Rubber floor mat instead of carpeting
- AM/FM radio

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Dual electric horns
- Outside mirrors to provide vision for vehicles 96-inch wide
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Halogen headlights with daytime running feature
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 19.5-inch tires

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 16,500 lbs.
- Dual rear wheel cab and chassis only
- Cab to center of axle 100 inches minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided By Vendor To Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Type II Ambulance: 4x2 Wheel Drive, Van, Gas Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Gas engine must meet Triple-K requirements including all change notices
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) battery minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, minimum 25 gallons
- Heavy-duty front and rear shocks
- Front stabilizer bar
- Rear stabilizer bar, if available

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Dual captain's chairs with armrest
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 16-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 8,550 lbs.
- 138-inch wheelbase minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications
-

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- If the body is modified, the modified body must have the same or greater warranty as the OEM body.

Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Gas Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Gas engine must meet Triple-K requirements including all change notices
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) battery minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 86" wide, minimum
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 16-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 10,300 lbs.
- Dual rear wheel cab and chassis cutaway
- Wheelbase 138-inch minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Diesel engine must meet Triple-K requirements including all change notices.
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp.
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's heavy-duty engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 86" wide, minimum
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/ passenger side air bag (if available)

Tires And Wheels

- BSW, all season tread radial 16” tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum GVWR 10,300 lbs.
- Dual Rear Wheel Cab and chassis cutaway
- Wheelbase 138” minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping
- Warranty To Be Provided By Vendor To Purchaser
- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer’s standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- Pro rated
- 5-year corrosion perforation on body
- 10-year minimum body structural warranty

IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: August 14, 2024 ("Proposal Date") **Customer:** City of New Smyrna Beach ("Customer")

Customer Address: 124 Industrial Park Drive New Smyrna Beach, FL 32168

Quantity	Product Description & Options	Price
1	FSA item 490 Braun Chief XL on a Ford F550 4x2 Diesel	**$318,170.00**
1	FSA options list - items above base	**$61,117.00**
1	STF item - Stryker Power Pro 2 Cot * budgetary quote only*	**$36,555.00**
	Includes delivery, inspection and Stryker Cot	
	No Stryker Powerload added on this order	
	FSA 23-VEF17.0	
	Purchase Price:	**$415,842.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 12-18 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Contigent on chassis

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City Of New Smyrna Beach

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: Jason Adair

Date: 8.14.24

EXHIBIT A

PROPOSAL OPTION LIST
(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety, LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of

the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

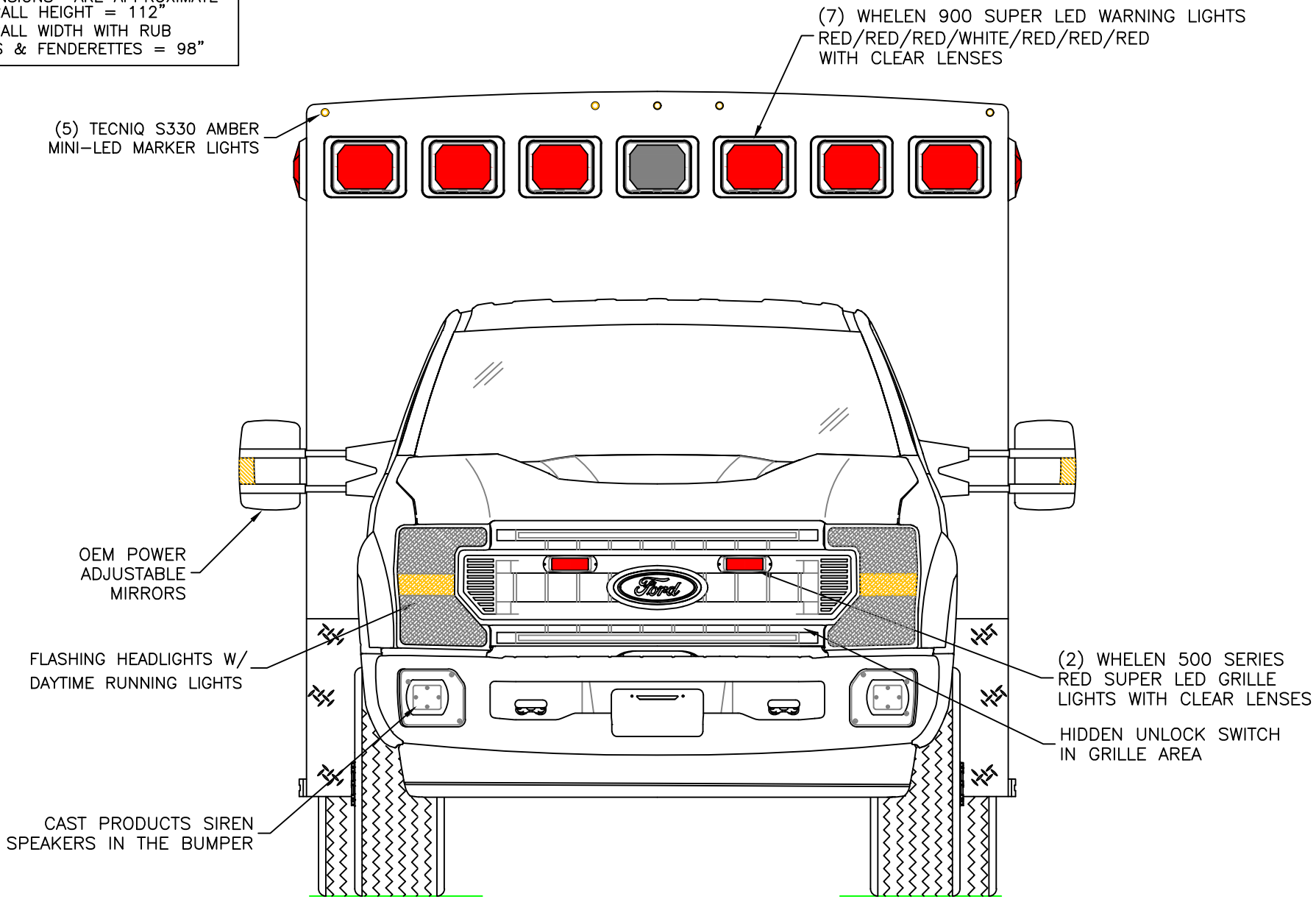
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

New Smyrna FSA options list

Description	with 10% MSRP
Upgrade to 4x4 chassis	$1,952.00
INBOARD ARM RESTS FOR ALUMINUM CONSOLE	$331.00
AIR HORNS - BUELL DUAL TRUMPETS 10" and 12", UNDR BMPR W/SW	$3,206.00
HVAC - COMPRESSOR - SECONDARY ENGINE DRIVEN - T1 DIESEL	$3,999.00
LIGHTS RUNNING BOARD -WHELEN MINI-LED	$291.00
LIGHTS RUNNING BOARD -WHELEN MINI-LED	$291.00
CONTROL SCREEN, CURBSIDE, FIXED ANGLED MOUNT	$3,223.00
INVERTER, VANNER - 1100 WATT, LIFESINE LSC 12-1100-DC CHARGER	$2,059.00
INVERTER, TO BE ON WITH THE IGNITION	$145.00
INVERTER COVER - DIAMOND PLATE	$133.00
OUTLET, ADDITIONAL-12V	$95.00
RECEPTACLE SHORELINE INLET-SUPER 30 AMP, AUTO EJECT - YELLOW COVER	$918.00
SHORELINE INDICATOR LIGHT- ALLIED VCC GREEN MINI NEON - EXTERIOR MOUNTED	$99.00
SHORELINE INDICATOR LIGHT- ALLIED VCC GREEN MINI NEON - EXTERIOR MOUNTED - ADDITIONAL	$99.00
PRE-WIRE LIGHTS, FRONT MODULE TURN SIGNAL	$170.00
LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING	$1,113.00
LIGHTS GRILLE - 2 additional WHELEN ION LED	$619.00
COATING, CERAMIC THERMAL	$395.00
SOUND DEADENING PACKAGE	$654.00
UNDERCOATING SEAL	$1,115.00
DOCK BUMPERS, REAR	$267.00
OSS #1 - EZ-O2 LIFT OXYGEN SYSTEM	$5,152.00
CABINET AT HEAD OF BENCH WITH SHARPS/WASTE DRAWER AND (2) DRAWERS TOWARDS THE BENCH.	$4,561.00
HVAC - PREMIUM 110/12V INDEPENDENT PACKAGE - LARGE HEAT STRIP	$13,678.00
GLOVE DISPENSER - (3) BOX - ABOVE REAR DOORS (ABS)	$331.00
COT FASTENER - STRYKER FLOOR PLATE AND 12v PRE-WIRE FOR CUSTOMER FUTURE INSTALL OF A POWER OR PERFORMANCE COT LOAD SYSTEM	$1,750.00
LIGHTS, INTERIOR CABINETS, RIDGEBACK 12V LED STRIP LIGHT, BLUE	$1,318.00
New Smyrna Beach Graphics and Paint to match layout provided.	$10,440.00
CHEVRON STRIPING - FULL COVERAGE	$2,713.00

FSA options added to base	$61,117.00
FSA #490 Braun F-550 Chief XL	$318,170.00
Stryker Cot	$36,555.00
Total	$415,842.00

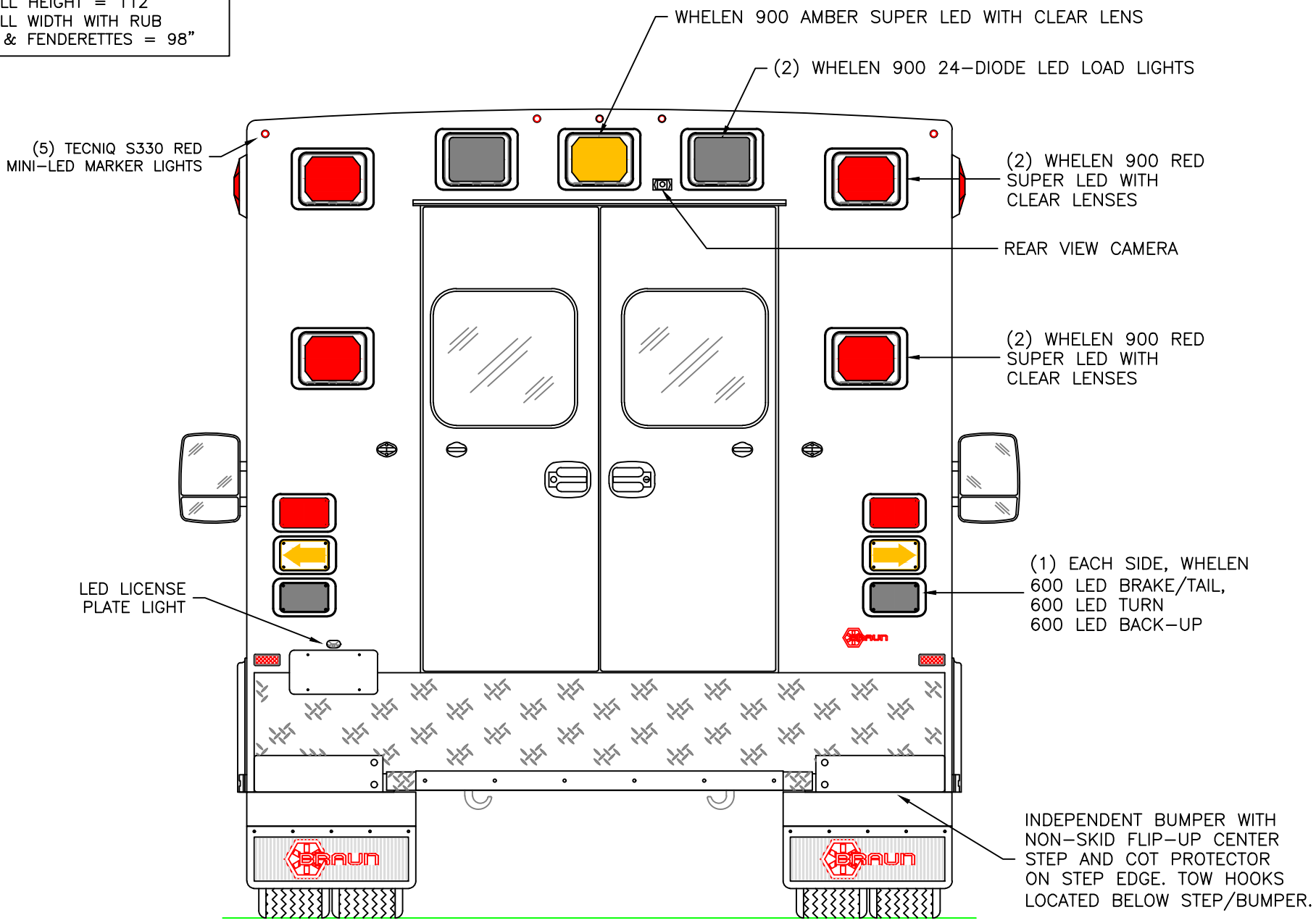
DIMENSIONS ARE APPROXIMATE
OVERALL HEIGHT = 112"
OVERALL WIDTH WITH RUB RAILS & FENDERETTES = 98"



THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

MODEL YEAR 2025	BRAUN CUSTOM AMBULANCES Built for Life	FRONT EXTERIOR VIEW CHIEF XL-I/F450-F550 CHASSIS	DATE: 4-7-22 DWG. TKD / REV. NR	DRAWING NO. CHIEFXL-1
APPROVAL SIGNATURE:			DATE:	

DIMENSIONS ARE APPROXIMATE
OVERALL HEIGHT = 112"
OVERALL WIDTH WITH RUB RAILS & FENDERETTES = 98"

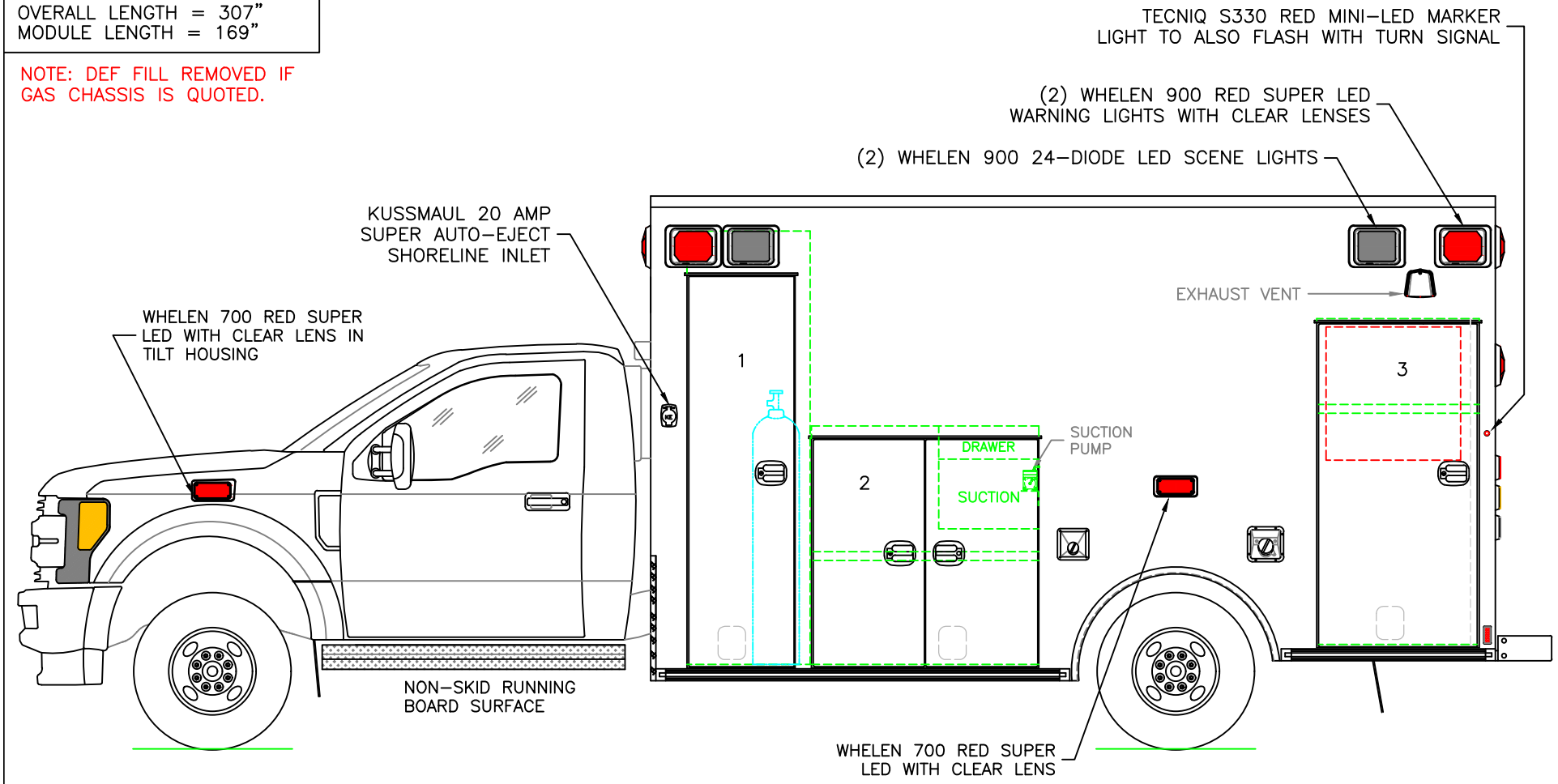


THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

MODEL YEAR 2025	REAR EXTERIOR VIEW CHIEF XL-I/F450-F550 CHASSIS	1:16	DATE: 4-7-22 DWG. TKD / REV. NR	DRAWING NO.	CHIEFXL-2

DIMENSIONS ARE APPROXIMATE
OVERALL HEIGHT = 112"
OVERALL LENGTH = 307"
MODULE LENGTH = 169"

NOTE: DEF FILL REMOVED IF GAS CHASSIS IS QUOTED.



COMPARTMENT

O.S.S #1
CLEAR OPENING: 77.00h x 18.25w
INSIDE DIM'S.: 86.75h x 24.50w x 20.75d
MAIN OXYGEN STORAGE

O.S.S #2
CLEAR OPENING: 44.25h x 39.50w
INSIDE DIM'S.: 47.75h x 45.50w x 20.75d
(1) ADJUSTABLE SHELF

O.S.S #3
CLEAR OPENING: 63.50h x 28.75w
INSIDE DIM'S.: 65.25h x 32.50w x 20.75d
INSIDE/OUTSIDE ACCESS
(1) ADJUSTABLE SHELF

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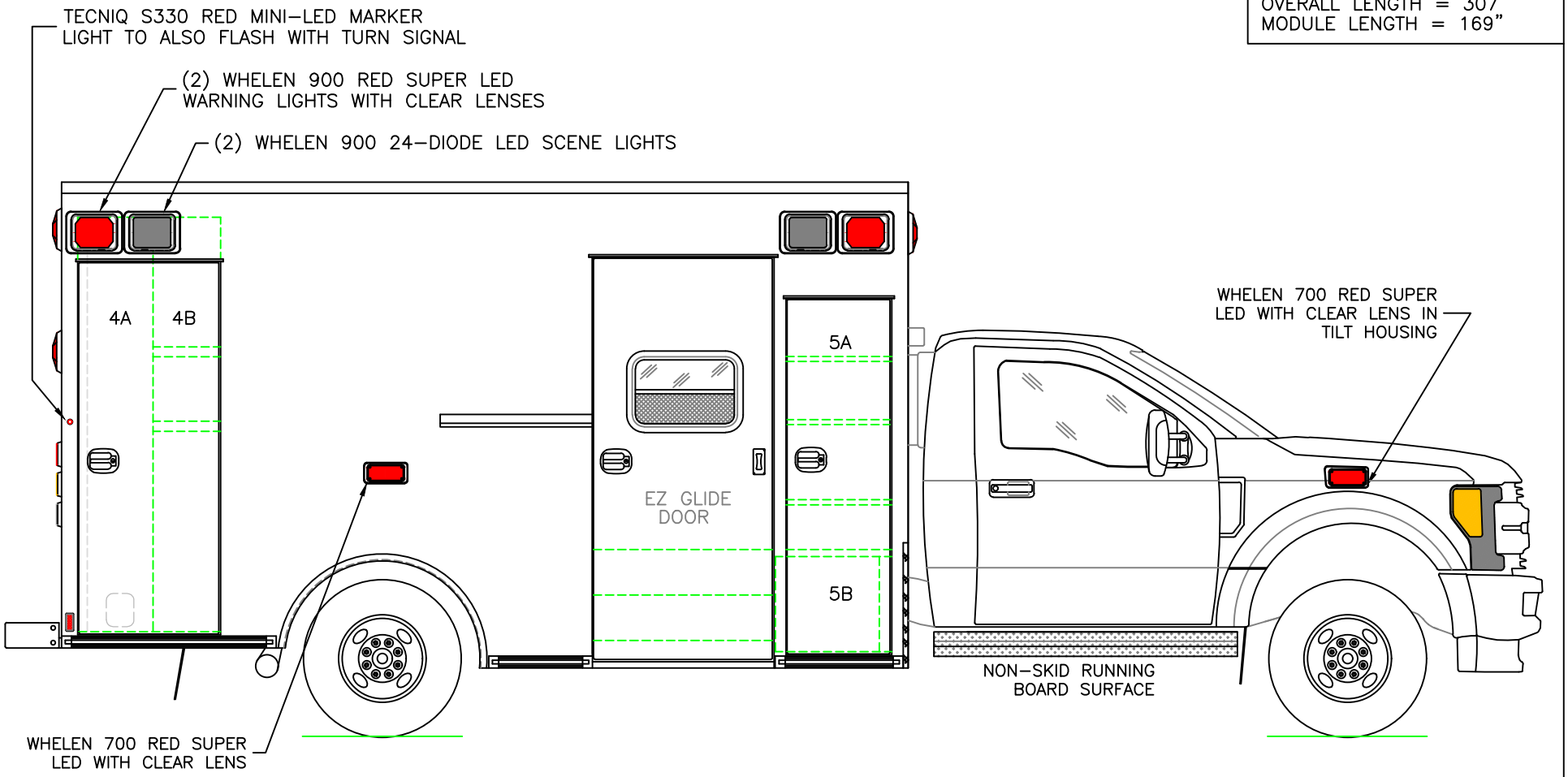
MODEL YEAR 2025	BRAUN CUSTOM AMBULANCES Built for Life	STREETSIDE EXTERIOR VIEW CHIEF XL-I/F450-F550 CHASSIS	1:30	DATE: 4-7-22 DWG. TKD / REV. NR	DRAWING NO. CHIEFXL-3

DIMENSIONS ARE APPROXIMATE
OVERALL HEIGHT = 112"
OVERALL LENGTH = 307"
MODULE LENGTH = 169"



COMPARTMENT
O.S.S #4
CLEAR OPENING: 73.00h x 24.75w
INSIDE DIM'S. 4A: 82.75h x 15.00w x 20.75d
BACKBOARD/SCOOP STORAGE
INSIDE DIM'S. 4B: 82.75h x 13.50w x 20.75d
(2) ADJUSTABLE SHELVES WITH INSIDE/OUTSIDE ACCESS

O.S.S #5
CLEAR OPENING: 69.50h x 17.50w
INSIDE DIM'S. 5A: SEE PARTITION INTERIOR VIEW
INSIDE/OUTSIDE STORAGE WITH (3) ADJUSTABLE SHELVES
INSIDE DIM'S. 5B: 19.00h x 20.75w x 18.00d

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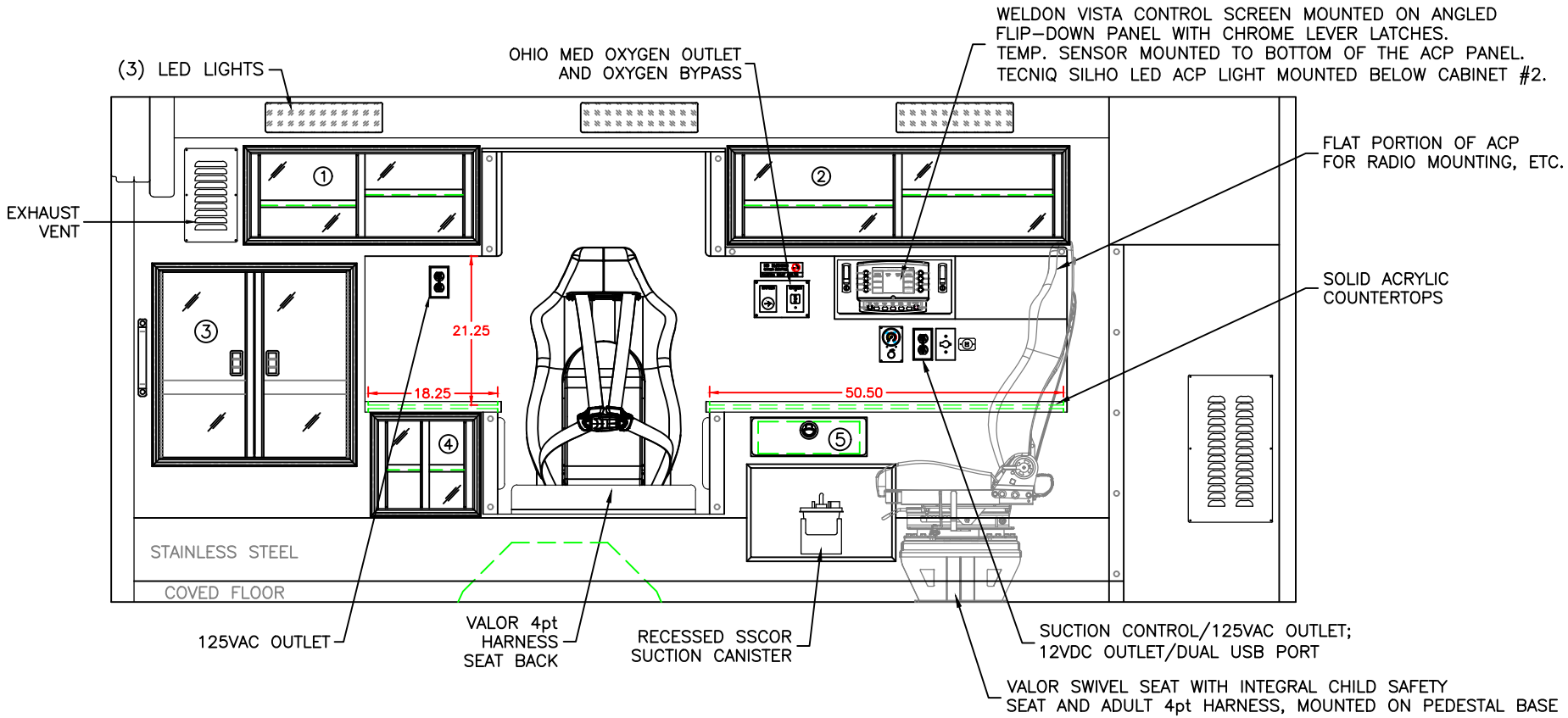
MODEL YEAR 2025	BRAUN CUSTOM AMBULANCES Built for Life	CURBSIDE EXTERIOR VIEW CHIEF XL-I/F450-F550 CHASSIS	1:30	DATE: 4-7-22 DWG. TKD / REV. NR	DRAWING NO. CHIEFXL-4



COMPARTMENT

#1 DOOR OPENING: 11.75h x 31.50w
INSIDE DIMS: 13.25h x 33.00w x 17.25d
(1) ADJ SHELF EACH SIDE OF CENTER DIVIDER
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#2 DOOR OPENING: 11.75h x 46.50w
INSIDE DIMS: 13.25h x 48.00w x 17.25d
(1) ADJ SHELF EACH SIDE OF CENTER DIVIDER
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#3 DOOR OPENING: 26.50h x 26.75w
INSIDE DIMS: O.S.S. #3
HINGED POLYCARBONATE DOORS WITH FULL LENGTH
HANDLES AND CENTER SQUEEZE LATCHES
TOTAL CABINET WEIGHT RATING = 40 lbs.

#4 DOOR OPENING: 12.50h x 13.50w
INSIDE DIMS: 14.00h x 15.00w x 17.25d
(1) ADJUSTABLE SHELF
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 15 lbs.

#5 PULL–OUT DRAWER WITH HINGED ACRYLIC WRITING SURFACE
INSIDE DIMS: 4.50h x 14.50w x 13.25d
LOCKING STAINLESS STEEL FLUSH PULL LATCH
TOTAL DRAWER WEIGHT RATING = 10 lbs.

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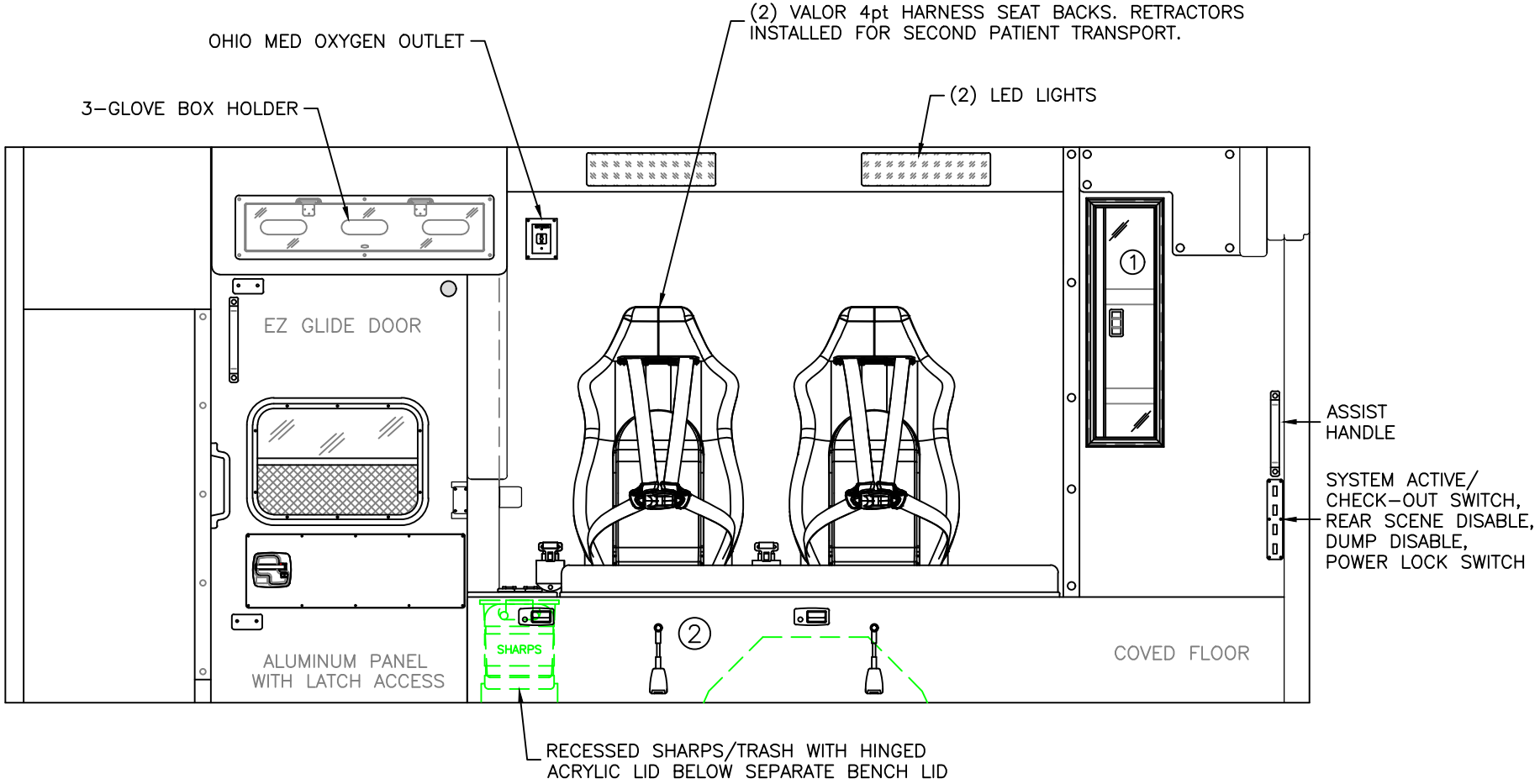
MODEL YEAR 2025	BRAUN Custom Ambulances Built for Life	STREETSIDE INTERIOR VIEW CHIEF XL–I	1:22	DATE: 4–7–22 DWG. TKD / REV. NR	DRAWING NO. CHIEFXL–5



COMPARTMENT

#1 DOOR OPENING: 30.00h x 7.25w
INSIDE/OUTSIDE ACCESS TO OSS #4B
HINGED POLYCARBONATE DOOR WITH FULL LENGTH HANDLE AND CENTER SQUEEZE LATCH
TOTAL CABINET WEIGHT RATING = 25 lbs.

#2 INSIDE DIM'S: 14.25h x 77.00w x 21.00d

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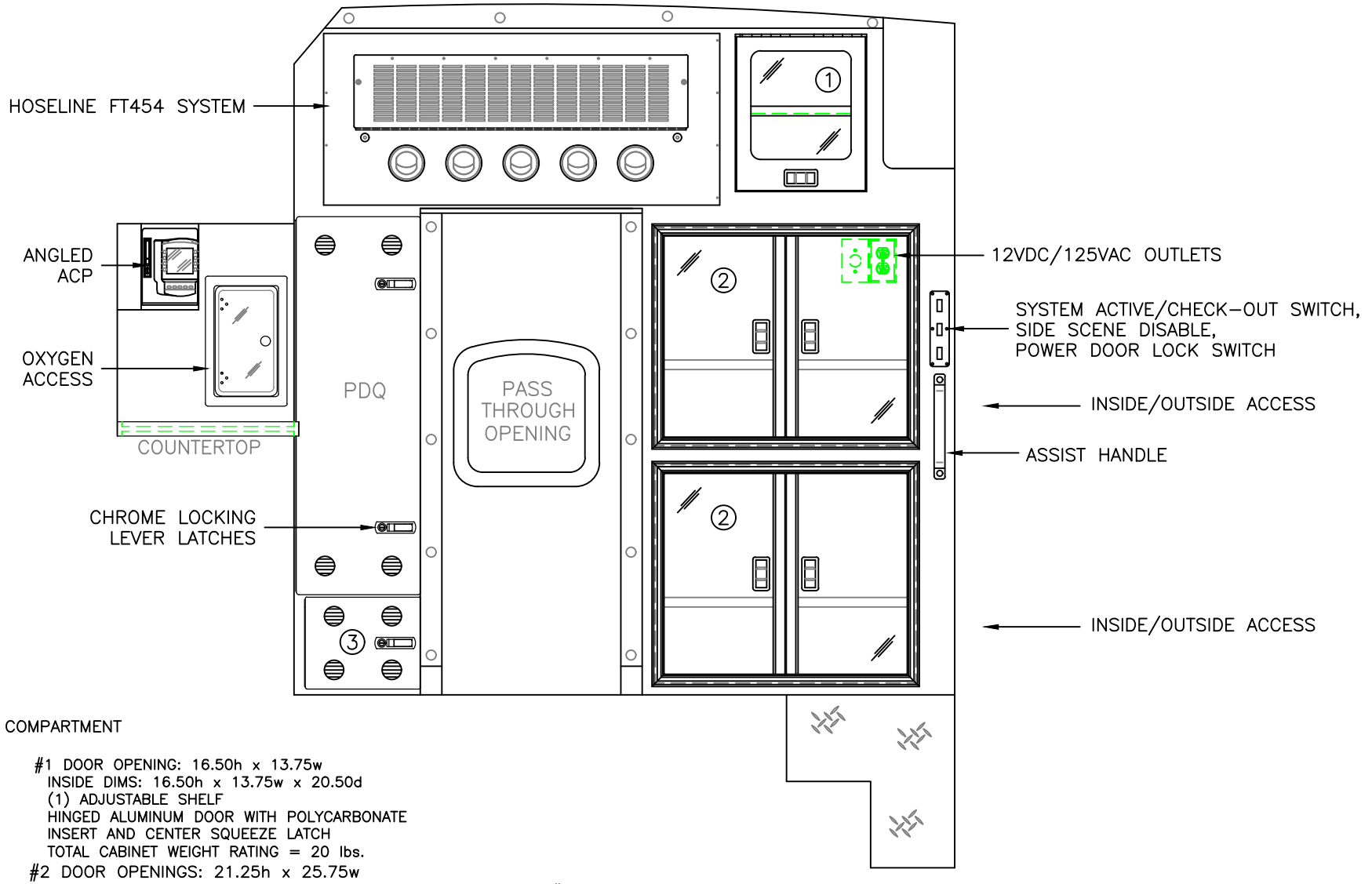
MODEL YEAR 2025	CURBSIDE INTERIOR VIEW CHIEF XL–I	1:20	DATE: 4–7–22 DWG. TKD / REV. NR	DRAWING NO.	CHIEFXL–6



COMPARTMENT

#1 DOOR OPENING: 16.50h x 13.75w
INSIDE DIMS: 16.50h x 13.75w x 20.50d
(1) ADJUSTABLE SHELF
HINGED ALUMINUM DOOR WITH POLYCARBONATE INSERT AND CENTER SQUEEZE LATCH
TOTAL CABINET WEIGHT RATING = 20 lbs.

#2 DOOR OPENINGS: 21.25h x 25.75w
INSIDE DIMS: 24.75h x 31.50w x 21.50d
HINGED POLYCARBONATE DOORS WITH FULL LENGTH HANDLES AND CENTER SQUEEZE LATCHES
(1) ADJUSTABLE SHELF PER COMPARTMENT
TOTAL CABINET WEIGHT RATING = 60 lbs. EACH

#3 VENTED RADIO CABINET
INSIDE DIMS: 9.00h x 11.75w x 24.25d
HINGED ALUMINUM DOOR
CHROME LOCKING LEVER LATCH
TOTAL CABINET WEIGHT RATING = 20 lbs.

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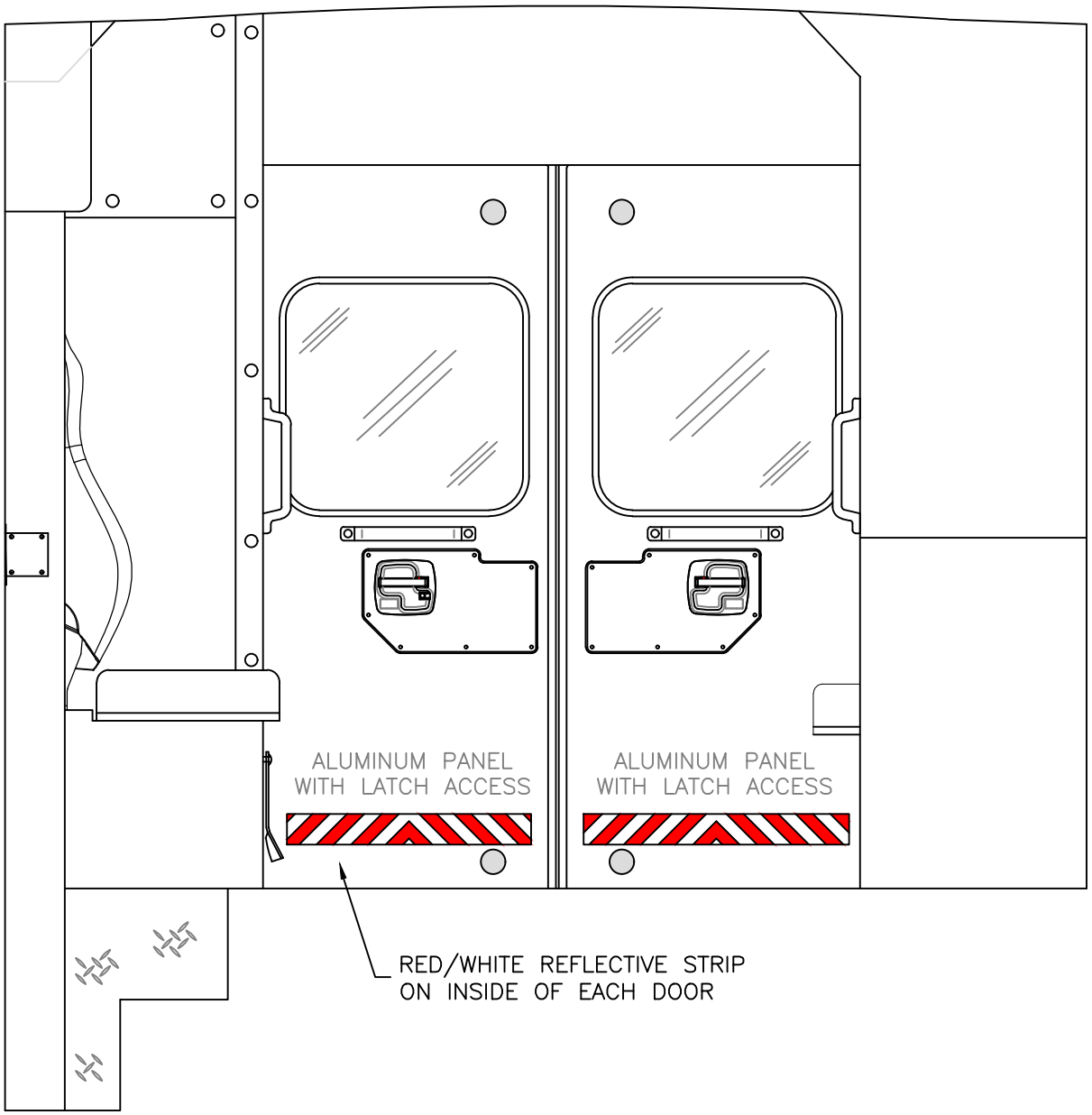
MODEL YEAR 2025	PARTITION INTERIOR VIEW CHIEF XL-I	DATE: 12-20-22	DRAWING NO.	
		DWG. TKD	REV. NR	CHIEFXL-7



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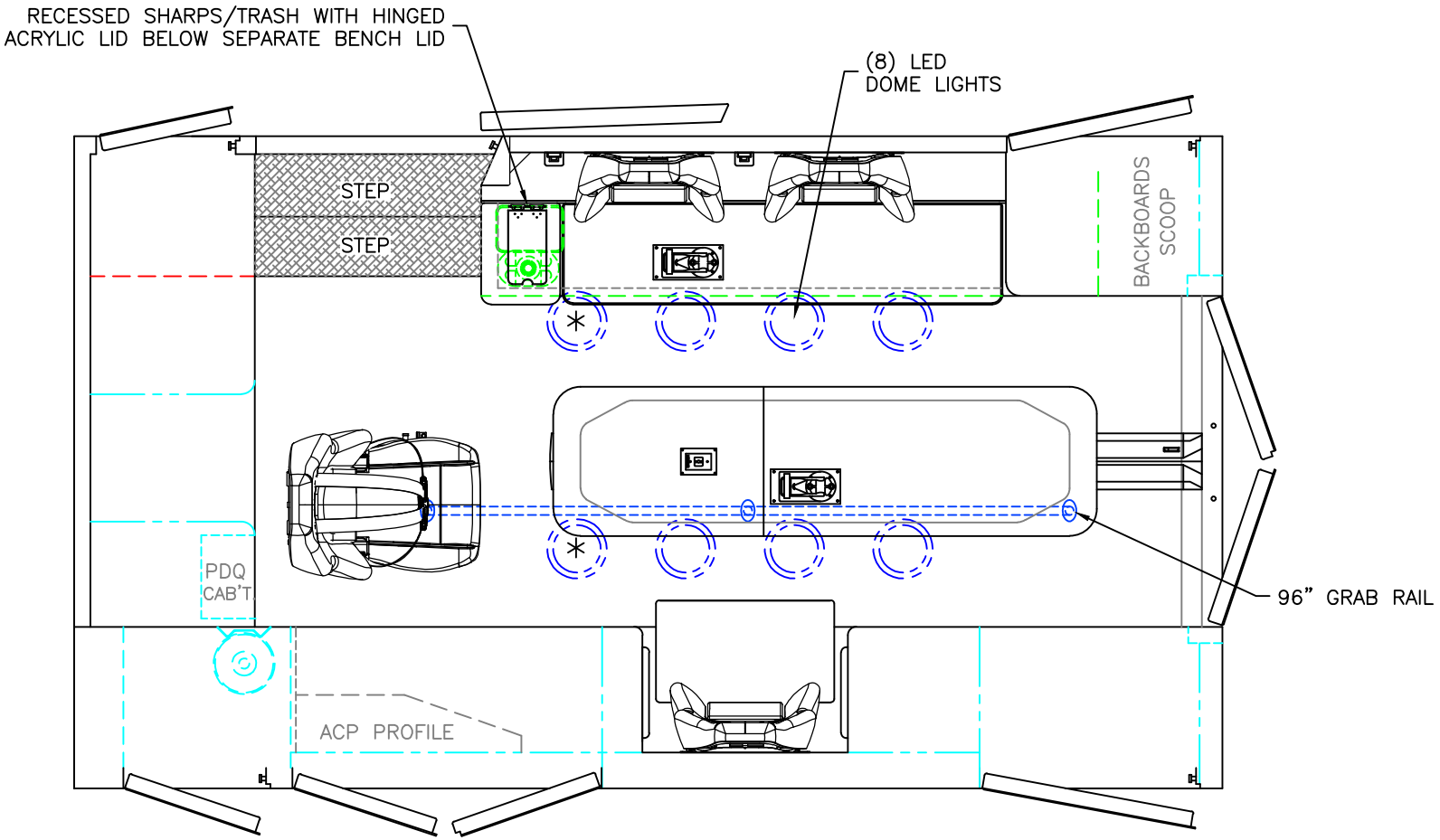
MODEL YEAR 2025	BRAUN CUSTOM AMBULANCES Built for Life	REAR INTERIOR VIEW CHIEF XL-I	1:12	DATE: 4-7-22 DWG. TKD REV. NR	DRAWING NO. CHIEFXL-8



= (2) RECESSED CEILING IV HANGER LOCATIONS

= (1) CEILING OXYGEN OUTLET

* (2) ANTENNA BASES LOCATED OUTBOARD OF DOME LIGHTS WITH COAX SERVICE LOOP

96" FERNO STAT-TRAC CENTER MOUNT COT HARDWARE

MODULE WIDTH = 96"
MODULE LENGTH = 169"
MODULE HEAD ROOM = 72"

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MODEL YEAR 2025	FLOOR INTERIOR VIEW CHIEF XL-I	1:22	DATE: 4-7-22 DWG. TKD	REV. NR	DRAWING NO. CHIEFXL-9

Quotation Summary

Florida Sheriff's Association Braun Proposals 2023-01-12 13-39-45

Reference:	QUO0000007848 **Rev:** 0	**Opportunity:**	Florida Sherrif's Association
Purchaser:	Ten-8 Fire Equipment, Inc.	**Account:**	Florida Sheriff's Association
Contact:	Cindy Morgan	**Contact:**	Cindy Morgan
Address:	2904 59th Ave. Dr. East Brandenton, FL USA	**Shipping Address:**	 ,
Telephone:		**Currency:**	USD
		Quotation Date:	2023-01-12
		Expiration:	2023-02-11
Sales Contact:	Eric Wilcox	**Factory Contact:**	Chuck Burgess
Mobile:	4196158839	**Mobile:**	4196517924
Phone:			

Name	*Specifications*
Chief XL Type I 	-72" Headroom -169"L Full Seam Welded Module

Sales Options by Category

Braun - KKK Change Notice

Item Number	*Description*	*Quantity*
00-01-0001	**GENERAL CONDITIONS** ----------	1.00
00-01-0006	**DYNAMIC SIDE IMPACT & ROLLOVER TESTS** ----------	1.00
00-01-0017	**BIDDER IS KKK-A-1822F AMENDMENT 1 COMPLIANT** ----------	1.00
80-10-0000	**KKK-A-1822F COMPLIANCE PACKAGE** KKK-A-1822F compliance sticker, electrical load analysis sticker, and payload sticker shall be installed in the oxygen compartment. Any deviations from KKK-A-1822F shall be listed in the vehicle delivery packet with a notation on the-compliance sticker. ----------	1.00
00-01-0029	**NO CONTRACT REQUIRED** NO STS, HGAC, FSA, SOURCEWELL or GPO contract required ----------	1.00
00-01-0053	**NO BOND REQUIRED**	1.00

	No Bond is Required ----------

Braun - Chassis

Item Number	*Description*	*Quantity*
00-01-0040	**Administration Fee** ----------	1.00
00-01-0080	**SURCHARGE FEE** ----------	1.00
25XLF450-550	**TYPE I - AMBULANCE - CHIEF XL I FORD - 72 INCH INTERIOR HEADROOM** 2025 Chief XL Type I - 169" Module - 72" Interior Headroom. Manufactured in Van Wert, Ohio, USA.	1.00
CH_F2550L	**CHASSIS - FORD F550 193" WB 4X2 DRW (108 C.A.) DIESEL ENGINE** FORD F550 CHASSIS CAB, 193" WB 4X2 DRW (108” C.A.) ----------	1.00
15-00-0010	**FUEL TANK - FULL UPON FACTORY RELEASE** The chassis fuel tank of the completed unit shall be full at time of release from the ambulance manufacturer's facility. ----------	1.00
20-10-0603	**ENGINE BLOCK HEATER - OEM PLUG** An engine block heater shall be included in the chassis with the 125 VAC power cord.	1.00
20-20-0252	**HEAT SHIELDS, PROTECTIVE** Install: aluminized steel protective heat shields to the upper laterals above the exhaust system. ----------	1.00
20-20-0277B	**HIGH IDLE SYSTEM - B** A high-idle module will be added to the chassis. The high idle will be engaged automatically by the M-Tech system when all chassis parameters are met. Chassis parameters include but not limited to vehicle in park, service brake not depressed, accelerator not depressed, parking brake set and battery voltage. High-idle may also be activated by the M-Tech heat or A/C.	1.00
20-01-0105	**SUSPENSION - LIQUID SPRING TYPE I** Install: Liquid Spring ----------	1.00
20-10-0206	**BATTERY - TWO SYSTEM - F SERIES CHASSIS** The vehicle shall have a 12 V two (2) battery system rated at 1500 cold cranking amps. Both batteries shall be securely installed in the Ford OEM locations, under the vehicle hood. ----------	1.00
20-21-0101	**FLOOR CONSOLE F450/F550 STANDARD CONSOLE - ALUMINUM** PLEASE NOTE: Console drawings are for reference only and do not include all features depicted on the drawings. All consoles shall be designed, priced, and approved internally to allow for accurate BOM pricing. The prices shown are estimated for general budget pricing only and pricing is subject to design; must contact manufacturer for pricing validation. ----------	1.00
30-10-0030	**BACKUP ALARM**	1.00

	Install: (OSHA approved) back up alarm with a disable control for silent backing, located on the MCC (master control console). ----------	
20-30-0806	**RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE** Aluminum diamond plate running boards with a star punched non-skid surface shall be provided on the cab. The running boards shall be dip anodized after they are formed to retain finish and increase corrosion resistance. ----------	1.00
20-30-0202	**MIRRORS, EXT OEM MANUAL TELESCOPNG WREMOTE & HEAT** The chassis shall have OEM manual telescoping, folding trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals. ----------	1.00
20-30-0261	**OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock)** The OEM auto-lock feature will be disabled. ----------	1.00
30-10-0753	**SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE (Meets CA Title 13)** A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone. (Meets CA Title 13) ----------	1.00
30-10-0812	**SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER** Install: Two (2) Cast Products - 100-watt siren speakers, shall be installed in outer ends of the front bumper. ----------	1.00
20-40-0203	**WHEELS, FORGED POLISHED ALUMINUM - 19.5 - F450/550 193" WB** Forged, polished aluminum wheels shall be provided, to include bright hub covers and center ornaments and valve stem extensions. ----------	1.00

Braun - Electrical

Item Number	*Description*	*Quantity*
30-06-0004	**ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED** Install: Weldon V-MUX 100% solid state microprocessor based multiplex system. ----------	1.00
30-10-0110	**ELECTRICAL CIRCUITS** All electrical circuits: shall have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements, added on wiring (18 GA through 10 GA) color coded and stamped with code numbers for easy identification, SLX high temperature thermoplastic cross link wire used. SGX insulated cable used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom used on all harnesses. ----------	1.00
30-06-0126	**ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM** Electrical compartment / hinged door w/ (2) chrome locking lever latches/ located on the partition wall behind the attendant seat. ----------	1.00
30-06-0325	**FLASHER - MULTIPLEX ELECTRICAL SYSTEM**	1.00

	Provide: Flasher within and programmed by the multiplex electrical system. ----------	
30-06-0350	**FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM** Headlights (high beams) shall be programmed through the multiplex system to alternate flash (wig-wag). ----------	1.00
30-10-0190	**GROUND FAULT CIRCUIT INTERRUPTER-GFCI** Install: A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection in the load center for the shoreline circuit. ----------	1.00
30-06-0285	**MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM** Install: In-Power disconnect to keep the system power engaged after the ignition is switched to the “off” position. ----------	1.00
30-06-0575	**REVERSE -TRANSMISSION- FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM** System programmed to provide activation for: rear outboard warning lights, rear side warning lights, rear scene lights, the rear side scene lights - when the transmission selector lever is placed into "reverse" position. ----------	1.00
30-06-0150	**SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM** Provide (1) spare 15-amp circuit. ----------	1.00
30-06-0175	**WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM** Connect all wiring harnesses via quick connect circular plug connectors. ----------	1.00
30-06-0300	**VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM** Provide: (1) digital voltmeter on the master control console screen. ----------	1.00
30-06-0026	**WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM** Install: digital warning display integrated into the cab display console, programmed through the multiplex system to provide visual and audible indication. ----------	1.00
30-06-0225	**EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM** Supply: A single emergency master switch for activating all the emergency warning lights on the master control console screen, emergency master switch will activate the module power automatically, include an Emergency Master Menu button to allow access to individual warning light functions. ----------	1.00
30-06-0250	**CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM** Switches on the master control console and attendant control panel screens shall have dimmable perimeter backlighting. ----------	1.00
30-06-0275	**MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM** Provide: A module power switch for the electrical system on both the Master Control Console and the Attendant Control Panel screens. ----------	1.00
30-06-0101	**ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM** Attendant Control Panel (ACP) contains a color micro processor screen, controls all equipment installed in the patient compartment. ----------	1.00
30-06-0375	**PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM**	1.00

	Park override switch on the master control console screen, reactivates all lights disabled when the transmission is placed in the neutral/park position. ----------	
30-06-0400	**LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM** Load manager-sequential switching system controlled by the microprocessor based electrical system: emergency master button shall control the sequential switching of the emergency lights and/or other warning devices, load manager shall automatically shed non-critical electrical loads during low voltage conditions. ----------	1.00
30-06-0450	**FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM** Activation of the switch on the master control console screen to disable all forward-facing clear warning lights. ----------	1.00
30-06-0076	**MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM** Floor mounted Master Control Console (MCC) located in the cab, housing siren, color microprocessor display screen, controlling all the Emergency Warning functions, Patient Compartment lighting and module heat/ac functions. ----------	1.00
30-06-0475	**CURBSIDE SCENE LIGHTS ON WITH CURBSIDE DOOR** The Curbside scene lights: programmed to activate when the Curbside door is in the open position. ----------	1.00
30-06-0500	**REAR SCENE LIGHTS ON WITH REAR DOORS OPEN** Rear scene lights programmed to activate when the rear doors are in the open position. ----------	1.00
30-06-0525	**DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM** Install: disable switch at the rear door area to disable the rear scene lights. ----------	1.00
30-06-0550	**DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM** A disable switch shall be installed at the curbside door area to disable the curbside scene lights. ----------	1.00
30-06-0015	**VISTA IV ACP - PUSH BUTTON** Install: Weldon V-MUX Vista IV interface module / display screen mounted on an angled flip - down panel with chrome lever latches, in the patient compartment ACP area. ----------	1.00
30-06-0010	**VISTA IV MCC - PUSH BUTTON** Install: Weldon V-MUX Vista IV interface module / display screen in the cab, operated through the use of push buttons. ----------	1.00
30-10-0901	**SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES** Switch: located at the curb and rear entry doors for activation of the V-MUX electrical system, check out light switch located at the curb and rear doors for activation of the left LED angled lights prior to entering the module, system programmed to shut down automatically after 15 minutes unless the ignition is on. ----------	1.00
30-06-0050	**DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM** OEM Daytime Running Light headlights activated for daytime operation, when transmission is placed in drive. ----------	1.00

30-10-0050	**BATTERY CONVERTER - CHARGER** Connect to Shoreline inlet: Progressive Dynamics #PD9245C, 45 amp, 125 VAC to 13.6 VDC converter, capable of maintaining the batteries when plugged in. ----------	1.00
30-10-0071	**CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN** Install: camera system rear view, tied to M-Tech display screen. Per Dwg #2. Camera alignment will be conducted at final inspection, if applicable. ----------	1.00
30-10-0915	**SYSTEM AUTO ACTIVE WITH ENTRY DOOR OPEN OR UNLOCK SIGNAL** The system will auto activate when a module entry door is opened or when a door unlock signal is received. ----------	1.00
30-10-0585	**USB - DUAL OUTLET, ONE (1) INTERIOR LOCATED ON CONSOLE** Install: (1) dual USB port outlet, 5 volt / 2.1 amp, in the vehicle, located on the Master Control Console in the cab. ----------	1.00
USBAA101	**OUTLET, USB - ONE (1) DUAL - PRIMARY ACTION AREA** One (1) dual USB port outlet, 5 volt / 2.1 amp, shall be installed in the vehicle, located on the streetside primary action area in the patient compartment. ----------	1.00
125AA101	**OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - LEFT WALL ACTION AREA** One (1) 2-wire +plus ground 125 VAC duplex outlet in the street side wall in the primary action area. ----------	1.00
125AA201	**OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - SECONDARY ACTION AREA** One (1) 2-wire +plus ground 125 VAC duplex outlet in the street side wall in the secondary action area. ----------	1.00
125IF201	**OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - FRONT WALL CABINET** One (1) 2-wire +plus ground 125 VAC duplex outlet in the front wall cabinet. ----------	1.00
12VAA101	**OUTLET, 12VDC - ONE (1) - LEFT WALL ACTION AREA** One (1) 12 VDC power point outlet shall be installed in the street side wall in the primary action area. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet. ----------	1.00
12VIF201	**OUTLET, 12VDC - ONE (1) FRONT WALL - CABINET** One (1) 12 VDC power point outlet shall be installed in the patient compartment, in the front wall cabinet. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet. ----------	1.00
30-12-0001	**RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT - YELLOW COVER** Install: Kussmaul super auto eject shoreline inlet receptacle with yellow cover on module exterior (forward street side) near the driver's door, equipped with an integral dynamic disconnect. ----------	1.00
30-10-0657	**RADIO ANTENNA BASES - TWO (2) The coax cable(s) shall terminate in the PDQ.** Two (2) antenna bases with attached coax cables shall be installed on the module roof. The coax cables shall terminate in the PDQ. Access to the antenna bases shall be through adjacent module interior dome lights. ----------	1.00
30-10-0299	**LIGHT, ATTENDANT CONTROL PANEL AREA - TECNIQ SILHO-X LED - WARM WHITE**	1.00

	A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through a button on the ACP Vista screen labeled "Attendant Light". (Braun #26415) ----------	
30-10-0310	**LIGHT, LED ELECTRICAL COMPARTMENT -PDQ** A 12 VDC LED light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.	1.00
30-11-0106	**LIGHTS, DOME LED (8) WHELEN SUPER LED** Eight (8) Whelen #LED (80C0EHCR) dome lights, shall be installed. See dwg #9 ----------	1.00
30-11-0152	**LIGHTS, RIDGEBACK LED PANEL (3) STREETSIDE - ANGLED** Install: (3) Ridgeback LED lights streetside per dwg #5. ----------	1.00
30-11-0176	**LIGHTS, RIDGEBACK LED PANEL (2) CURBSIDE - ANGLED** Install: (2) Ridgeback LED lights mounted on an angled panel above curbside seating area per dwg #6. ----------	1.00
30-10-0410	**LIGHTS, OSS COMPARTMENTS - INCANDESCENT** Install: Truck-Lite brand incandescent lights, activated by magnetic switches. Compartments #1, #2, #3, and #4, each contain two (2) clear 4" round lights, and compartment #5 shall contain two (2) 2-1/2" clear round lights. ----------	1.00
40-10-0191	**LOCKS POWER - PASSAGE, 5 COMPARTMENTS, KEY FOBS** Install: power door locks on module passage doors, and (5) OSS compartments, use OEM key fobs. Does not include battery bay door.	1.00
40-10-0151	**SWITCH DOOR UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA** Install: exterior hidden door unlock switch in grille area. ----------	1.00
30-06-0201	**RADIO TIE-IN POINT - (1) 12V/40 AMP - CAB CONSOLE AREA** Install (1) set of 12 volt/40 amp radio tie-in studs in cab console: (1) battery hot, (1) ignition hot, (1) grounded stud. ----------	1.00
30-06-0202	**RADIO TIE-IN POINT - (1) 12V/40 AMP - PATIENT COMPARTMENT** Install (1) set of 12 volt/40 amp radio tie-in studs in patient compartment: (1) battery hot, (1) ignition hot, (1) grounded stud. ----------	1.00
30-06-0203	**RADIO TIE-IN POINT - (1) 12V/250 AMP - PDQ** Install (1) set of 12 volt/250 amp radio tie-in studs in the PDQ: (1) battery hot, (1) ignition hot, (1) grounded stud. ----------	1.00

Braun - Exterior Lighting

Item Number	*Description*	*Quantity*
30-06-0410	**WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL SYSTEM** The default flash pattern for the vehicle warning lights: Signal Alert 75. ----------	1.00
ClearLENS	**CLEAR LENSES ON ALL WARNING LIGHTS**	1.00

GWL050002	**LIGHTS GRILLE - 2 WHELEN 500 SUPER LED** Two (2) Whelen 500 series super LED warning lights, with waterproof connectors shall be installed the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers".	1.00

GWLCLR1R	**GRILLE WARNING LIGHT LOCATION 1 - RED** The warning light located on the grille in location 1 shall be red.	1.00

GWLCLR2R	**GRILLE WARNING LIGHT LOCATION 2 - RED** The warning light located on the grille in location 2 shall be red.	1.00

STRPTRN	**STRAIGHT PATTERN WARNING LIGHTS** The front warning lights will be aligned in a straight pattern across the module.	1.00

30-25-0122	**LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ** Install: (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line per dwg #1.	1.00

FWL090007	**LIGHTS FRONT MODULE - 7 WHELEN 900 SUPER LED** Seven (7) Whelen 900 series super LED warning lights with chrome bezels shall be installed on the module front. The lights shall operate from a switch on the master control console, labeled "Flashers".	1.00

FWLCLR1R	**FRONT WARNING LIGHT LOCATION 1 - RED** The warning light located on the upper front of the module in location 1 shall be red.	1.00

FWLCLR2R	**FRONT WARNING LIGHT LOCATION 2 - RED** The warning light located on the upper front of the module in location 2 shall be red.	1.00

FWLCLR3R	**FRONT WARNING LIGHT LOCATION 3 - RED** The warning light located on the upper front of the module in location 3 shall be red.	1.00

FWLCLR4W	**FRONT WARNING LIGHT LOCATION 4 - WHITE** The warning light located on the upper front of the module in location 4 shall be white.	1.00

FWLCLR5R	**FRONT WARNING LIGHT LOCATION 5 - RED** The warning light located on the upper front of the module in location 5 shall be red.	1.00

FWLCLR6R	**FRONT WARNING LIGHT LOCATION 6 - RED** The warning light located on the upper front of the module in location 6 shall be red.	1.00

FWLCLR7R	**FRONT WARNING LIGHT LOCATION 7 - RED** The warning light located on the upper front of the module in location 7 shall be red.	1.00

30-25-0123	**LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ** Install: (5) red TECNIQ LED (S33-RR00-1) clearance / ICC lights on the rear of the module near the roof line per dwg #2.	1.00

ROL090002	**LIGHTS REAR MODULE, UPPER OUTER - 2 WHELEN 900 LED**	1.00

	Two (2) Whelen 900 series super LED warning light with chrome bezels shall be installed on the upper rear of the module, in the outer location. The lights shall operate from a switch on the master control console, labeled "Flashers". ----------	
ROLCLR1R	**REAR OUTER MODULE LIGHT LOCATION 1 - RED** The warning light located on upper rear of the module, in outer location 1 shall be red. ----------	1.00
ROLCLR2R	**REAR OUTER MODULE LIGHT LOCATION 2 - RED** The warning light located on upper rear of the module, in outer location 2 shall be red. ----------	1.00
RCL090001	**LIGHTS REAR MODULE, UPPER CENTER - 1 WHELEN 900 LED** One (1) Whelen 900 series super LED warning light with a chrome bezel shall be installed on the upper rear of the module, center location. The light shall operate from a switch on the master control console, labeled "Flashers". ----------	1.00
RCLCLR1A	**REAR CENTER MODULE LIGHT LOCATION 1-AMBER** The warning light located on upper rear of the module in the center location shall be amber. ----------	1.00
RS090002	**LIGHTS REAR SCENE - 2 WHELEN 900 24 DIODE LED** Two (2) Whelen 900 Series super LED scene/load lights with chrome bezels shall be installed on the upper rear of the module. The lights shall operate from a switch on the master control console, labeled "Rear Scene Lights". ----------	1.00
WL090002	**LIGHTS REAR WINDOW - 2 WHELEN 900 SUPER LED** Two (2) Whelen 900 series super LED warning lights with chrome flanges shall be installed on the rear of the module at window level, one (1) on each side. These lights shall operate from a switch on the master control console, labeled "Flashers". ----------	1.00
WLCLR1R	**WINDOW LEVEL LIGHT LOCATION 1 - RED** The warning light located on rear of the module at window level, location 1 shall be red. ----------	1.00
WLCLR2R	**WINDOW LEVEL LIGHT LOCATION 2 - RED** The warning light located on rear of the module at window level, location 2 shall be red. ----------	1.00
30-26-3009	**LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, & MAXIMUM INTENSITY BACK-UP** Install: (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and fully populated MAXIMUM intensity LED back-up lights with chrome bezels on rear of the module. ----------	1.00
30-26-7002	**LIGHT, LICENSE PLATE LED - WHELEN OACOEDCR** Install:(1) Whelen OACOEDCR LED license plate light with 45 deg angled chrome-plated bezel on the rear of module, lower left side. ----------	1.00
FIL07T0002	**LIGHTS FRONT INTERSECTION - 2 WHELEN 700 LED W/15 DEGREE TILT HOUSING** Two (2) Whelen 700 series super LED warning lights, with water-proof connectors, shall be mounted in 15 degree tilt housings on the front chassis fenders, one (1) on	1.00

	each side. The lights shall operate from a switch on the master control console labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on. ----------	
FILCLR1R	**FRONT INTERSECTION LIGHT LOCATION 1 - RED** The warning light located on front of the chassis fender in location 1 shall be red. ----------	1.00
FILCLR2R	**FRONT INTERSECTION LIGHT LOCATION 2 - RED** The warning light located on front of the chassis fender in location 2 shall be red. ----------	1.00
RIL070002	**LIGHTS INTERSECTION REAR - 2 WHELEN 700 LED** Two (2) Whelen 700 series super LED warning lights with, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side. These lights shall operate from a switch on the master control console screen labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on. ----------	1.00
RILCLR1R	**REAR INTERSECTION LIGHT LOCATION 1 - RED** The warning light located on above the rear wheel well at location 1 shall be red. ----------	1.00
RILCLR2R	**REAR INTERSECTION LIGHT LOCATION 2 - RED** The warning light located on above the rear wheel well at location 2 shall be red. ----------	1.00
30-27-1102	**LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ** Install: (2) red Tecniq LED (S33-RR00-1) clearance/ICC lights, (1) red on each side at rear of the vehicle, flash with turn signal, per Dwg #3 and #4. ----------	1.00
SWL090004	**LIGHTS SIDE WARNING - 4 WHELEN 900 SUPER LED** Four (4) Whelen 900 series super LED warning lights with chrome flanges shall be installed, two (2)on each side of module exterior per dwg. ----------	1.00
SWLCLR1R	**SIDE WARNING LIGHT LOCATION 1 - RED** The warning light located on side of the module, in outer location 1 shall be red. ----------	1.00
SWLCLR2R	**SIDE WARNING LIGHT LOCATION 2 - RED** The warning light located on side of the module, in outer location 2 shall be red. ----------	1.00
SWLCLR3R	**SIDE WARNING LIGHT LOCATION 3 - RED** The warning light located on side of the module, in outer location 3 shall be red. ----------	1.00
SWLCLR4R	**SIDE WARNING LIGHT LOCATION 4 - RED** The warning light located on side of the module, in outer location 4 shall be red. ----------	1.00
SS090004	**LIGHTS SIDE SCENE - 4 WHELEN 900 24 DIODE LED** Four (4) Whelen 900 series 24 Diode LED scene lights with chrome flanges shall be installed, two (2) each module side. These lights shall operate from switches on the master control console labeled "Left Scene Light" and "Right Scene Light". ----------	1.00

Braun - Module Body Construction

Item Number	Description	Quantity
39-00-0005	**AWS ALUMINUM CERTIFIED WELDERS** ---	1.00
39-10-0003	**CONNECTIONS, MODULE** Bolt: to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement, mounting bolts to be properly torqued and secured with locktite, system used for fastening the module to the frame to be that approved by the chassis manufacturer.	1.00
40-00-0080	**INSULATION - POLYURETHANE SPRAY FOAM** The walls, ceiling, passage doors, outside storage doors, the entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area shall be completely foam - in - place insulated with nominal 3/4" thick sprayed on Class I, urethane foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements. The underside of the body shall be properly prepared to ensure adhesion before the spray insulation is applied. ---	1.00
39-00-0001	**MODULE BODY CONSTRUCTION - SEAMLESS** Module: fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .010" repeatability. This is the only alloy that may be used for body parts that are welded together. Roll-cage type interior super-structure, aluminum partition and module welded together into a single unit, roof designed with a minimum 1.5" crown to facilitate water run-off. Floor, roof, sides, all exterior doors fabricated from .125" (minimum) thick flat aluminum sheet stock, exterior joints between the roof and side components continuous full seam welded the entire length of the module. All exterior body panel joints continuous full seam welded. No VHB bonding tape or other adhesives used in the construction of the ambulance module. ---	1.00
39-00-0002	**SOLE SOURCE MODULE BODY CONSTRUCTION** ---	1.00

Braun - Module Features / Exterior

Item Number	Description	Quantity
40-00-0009	**ALUMINUM PARTS - MODULE EXTERIOR** All unpainted exterior aluminum parts to be bright dip anodized after fabrication to retain the finish and increase corrosion resistance. ---	1.00
40-00-0010	**CORROSION MINIMIZATION - MODULE** All module contact with dissimilar metals shall be minimized with the use of nylon screw-hole inserts to provide hinge to door isolation with the module body, polypropylene strip hinge Isolation, polyethylene backed rubber tape, ceramic coated stainless steel hinge bolts, and ECK brand corrosion inhibitor spray. ---	1.00

40-00-0020	**DOOR CONSTRUCTION - GASKET PLACEMENT** All exterior hinged module doors shall be constructed in an inverted pan-formed design. The pan shall be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin shall be constructed of .190" thick aluminum and welded to the pan. Door gaskets shall be attached to the interior side of the door skin on the top, bottom and outer edge of the door. The gasket on the hinge side of the door will be attached to the door frame. ----------	1.00
40-00-0060	**EXTERIOR COMPARTMENTS - SWEEP-OUT** Exterior module compartments: a sweep-out design to aid in facilitation of the purchaser's routine care and cleaning of the vehicle. All exterior compartment floors, with the exception of the front ALS compartment to be constructed to be flush with the bottom door frame. ----------	1.00
40-00-0030	**EXTERIOR COMPARTMENTS DESIGN** All exterior compartments shall be vented and include: sound absorbing slip resistant polyurethane material sprayed on the inside of all compartments and compartment shelving, slide out trays and closeouts, baffled seep holes provided to prevent water from splashing or seeping into the exterior compartments, full-length, two-way adjustable, stainless steel hinges on all exterior compartment doors with 3/16" stainless steel hinge pins, compartment doors installed, flush with the module body, when double doors are provided, each door to have exterior handle, but only the forward door lockable, rearward door is secured when forward door is locked), all exterior compartments and passage doors keyed alike, lockable Eberhard "free-floating" type chrome plated handles with rotary locks. Gasket installed under each handle to protect the paint; drip rails installed above all exterior compartment doors.	1.00
40-00-0050	**EXTERIOR COMPARTMENTS, VENTING** (9) square inches (minimum) of venting inside #1, #2, #3, & #4 exterior storage compartments to provide for easier closure of the compartment doors. ----------	1.00
40-00-0055	**EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE** (9) square inches (minimum) of venting provided in the exterior oxygen storage compartment, to dissipate any leaking oxygen gas. ----------	1.00
40-00-0070	**HANDLES, EBERHARD - CHROME FREE FLOATING TYPE** Install: Eberhard #EMC-1-2110 chrome "free-floating" handles on each exterior module door, large enough to accommodate a gloved hand. ----------	1.00
40-10-0072	**LOWERED MODULE SIDES** Module sides to be as low as possible and still comply with KKK-1822-F ramp break over angle.	1.00
40-10-0321	**STEPWELL, CURBSIDE DOORWAY - MID STEP AREA** Install: aluminum diamond plate step well and mid-level step in curbside doorway threshold area. ----------	1.00
40-00-0091	**THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS** Each exterior storage compartment with a hinged door: stainless steel lower threshold at the door opening to protect the paint. ----------	1.00
40-10-0340	**STONE GUARDS, MOD FRNT -ANODIZED DIAMOND PLATE**	1.00

	Install: anodized aluminum diamond plate stone guards on module front, (1) each side. ----------	
40-10-0066	**DOOR SLIDING - MODULE CURBSIDE PASSAGE** Install EZ Glide curb door. ----------	1.00
40-10-0088	**DOORS - REAR PASSAGE** Patient compartment rear door opening: doors flush without a protruding flange or lip, right rear passage door lockable, chrome exterior handle, left rear door non-locking, chrome exterior handle, all handles installed with a gasket, hinge full length stainless steel with a 3/16" stainless steel hinge pin, two-way adjustable, each rear door two-point slam action automotive type rotary latching system to the body, right rear door lock to the body at the top and bottom, not to left rear door, doors .213" steel door latch activator rods with clevis adjusters, doors lockable from inside and outside, shut on molded, air-core, automotive type door seals to prevent water from leaking into vehicle interior. ----------	1.00
40-10-0130	**EMERGENCY RELEASE LEVER, REAR PATIENT PASSAGE DOORS** Install emergency release lever, attached to each rear passage door latch to be free-floating from the interior door linkages.	1.00
40-10-0505	**WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)** Curbside passage door (sliding) window with removable screen, rear passage doors w/ non-openable window, windows 69% dark tint, secured with black oxide coated fasteners, open doors not to block warning lights.	1.00
40-10-0103	**FENDERETTES - POLISHED ALUMINUM** Install: Polished aluminum fenderettes around the rear wheel well openings. ----------	1.00
40-10-0119	**HOLD-OPEN - REAR DOORS - GRABBERS** Install: door grabbers (1 pair) with hard rubber inserts on rear doors. ----------	1.00
40-10-0360	**KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE** Install: anodized aluminum diamond plate kick plate at the rear exterior doorway, providing a kick / scuff plate at rear of the vehicle above rear step, per dwg # 2. ----------	1.00
40-10-0204	**MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR** Install black rubber, fiberglass reinforced mud flaps with a minimum 1/4" thickness bolted to underside of module behind rear wheels, to provide adequate coverage of ear dual wheels of the chassis, mud flaps to be (3) color with the Manufacturers Logo. ----------	1.00
40-10-0266	**REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED** Affix: rear bumper to chassis frame, constructed with a hinged center section, (2) steel braces to secure step to chassis frame, outer 17" on each end of bumper constructed from heavy gauge stamped polished stainless steel bumper parts, to provide smooth rounded corners, step constructed of star punched .125" thick aluminum diamond plate, (2) rear LED step illumination lights provided. All diamond plate surfaces to be anodized; strip of black PVC installed on face of step. ----------	1.00
40-10-0381	**TOW HOOKS, MODULE REAR** Secure: fasten (2) tow hooks in rear step area to rear step braces. ----------	1.00
40-10-0280	**RUB RAILS, ANODIZED ALUMINUM**	1.00

	Install: anodized polished aluminum rub rails on lower sides of body, below outside compartment sill areas., rub rails to be offset 3/16" from body. ----------	
40-00-0019	**DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS** Interior door skins for all outside storage compartments constructed of .063" thick aluminum diamond plate. ----------	1.00
OS1XL1STD	**OSS #1 - STREETSIDE FORWARD** OSS #1 streetside forward, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door. ----------	1.00
OS1XL1OP4	**OSS #1 - OXYGEN STORAGE** OSS #1 streetside forward, for housing an O2 cylinder. ----------	1.00
OS102WELD	**OSS #1 - OXYGEN STORAGE BRACKET WELDED IN FOR H or M CYLINDER** An oxygen storage bracket shall be welded in OSS #1 for retention of "H" or "M" oxygen cylinders. ----------	1.00
OS2XL1STD	**OSS #2 - STREETSIDE CENTER** OSS #2 streetside center, hinged double doors with spring-loaded gas cylinders, handles installed on the exterior of each door, forward door with locking handle. ----------	1.00
OS2XL1OP1	**OSS #2 - (1) ADJUSTABLE SHELF** OSS #2 streetside center, with one (1) adjustable shelf. ----------	1.00
OS2SHELF1	**OSS #2 - SHELF ONE (1) ADJUSTABLE WITH TRACK** Outside storage compartment #2 shall contain one (1) adjustable shelf with track. ----------	1.00
OS3XL1STD	**OSS #3 - STREETSIDE REAR - TALL DOOR** OSS #3 streetside rear, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door. ----------	1.00
OS3XL1OP1	**OSS #3 - (1) ADJUSTABLE SHELF WITH INSIDE/OUTSIDE ACCESS** OSS #3 streetside rear, for providing I/O storage access, and contain one (1) adjustable shelf. ----------	1.00
OS3SHELF1	**OSS #3 - SHELF ONE (1) ADJUSTABLE WITH TRACK** Outside storage compartment #3 shall contain one (1) adjustable shelf with track. ----------	1.00
OS4XL1STD	**OSS #4 - CURBSIDE REAR** OSS #4 curbside rear, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door. ----------	1.00
OS4XL1OP4	**OSS #4 - BACKBOARD AND (2) ADJUSTABLE SHELVES WITH INSIDE/OUTSIDE ACCESS AND FIXED DIVIDER** OSS #4 curbside rear, with one (1) fixed vertical divider for backboard/scoop stretcher storage on one side and and two (2) adjustable shelves with inside/outside storage access on other. ----------	1.00
OS4BB	**OSS #4 - BACKBOARD - SCOOP STRETCHER STORAGE**	1.00

	Compartment #4 shall provide storage for backboards / scoop stretcher, with a (1) inch adjustable strap with black plastic buckle. ----------	
OS4DIV1	**OSS #4 - FIXED DIVIDER** One (1), fixed divider with sprayed on polyurethane material shall be provided and installed in outside storage compartment #4 per dwg. #4. ----------	1.00
OS4SHELF2	**OSS #4 - SHELVES TWO (2) ADJUSTABLE WITH TRACK** Two (2) adjustable shelves with track in outside storage compartment #4. ----------	1.00
OS5XL1STD	**OSS #5 - CURBSIDE FORWARD** OSS #5 curbside forward, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door. ----------	1.00
OS5XL1OP1	**OSS #5 - INSIDE/OUTSIDE ACCESS TO THE ALS CABINET - #5B OPEN STORAGE AREA** OSS #5 curbside forward, inside/outside access to the ALS cabinet, and #5B lower storage area. ----------	1.00

Braun - Module Interior / Patient Compartment

Item Number	*Description*	*Quantity*
50-51-1001	**CABINET CONSTRUCTION - INTERIOR - ALUMINUM** All interior cabinets shall be constructed of .090" thick welded aluminum. ----------	1.00
50-60-0220	**EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT** (2) "No Smoking / Oxygen Equipped / Fasten Seat Belts" signs: (1) sign installed in the cab, (1) above the oxygen outlets in the patient compartment street side cabinet. ----------	1.00
50-60-0300	**FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE** Sub-floor in the patient compartment: constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals, aluminum sub-floor covered with a 3/4" non-wood composite material, all corner molding, edging and trim anodized aluminum or stainless steel and sealed to prevent fluids from seeping under the cabinets. ----------	1.00
50-60-0301	**FLOORING - COVE** Patient compartment floor radius: coved with pre-formed floor coving material, installed behind the vinyl floor covering, along both the street side and curbside walls. ----------	1.00
50-60-0391	**HEADLINER - REAR PATIENT COMPARTMENT** Headliner in the patient compartment shall be one-piece, seamless, .090 thick aluminum finished with sprayed-on multi-use polychromatic coating.	1.00
50-51-1013	**HOLD OPENS FOR INTERIOR DOORS** All interior cabinets with doors less than 6" tall shall have friction hinges as hold opens for door(s). Doors 6" and taller shall be designed using gas shocks as hold opens for the door(s). ----------	1.00
50-60-0660	**PADDED EDGING PROTECTION**	1.00

	Install: padded corner edging where necessary on exposed corners and edges in the patient compartment for patient and attendant protection.	
50-00-0202	**ROUNDED INTERIOR CORNERS** Interior vertical edges: rounded/padded corners in the following locations: forward and aft edges of the CPR seat, the wall at the aft end of the squad bench, the partition opening cabinet edges and the upper front wall cabinet. ----------	1.00
50-51-1011	**RECESSED ADJUSTABLE SHELF TRACK - CABINETS** Install recessed adjustable shelf track in cabinets. ----------	1.00
50-51-5001	**UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605** All cushions, head pads and seating surfaces shall be covered with Patriot Plus Charcoal #8605 ----------	1.00
50-60-0661	**INTERIOR MODULE PADS** Vinyl upholstered, foam cushioned head/back pads shall be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, and on the street side wall behind and on each side of the CPR seat. The pads shall be covered with a flame-retardant color coordinated vinyl upholstery material. ----------	1.00
50-51-6003	**LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424** The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424. ----------	1.00
50-51-2002	**CABINET DOORS - CLEAR POLYCARBONATE** All cabinet doors shall be clear polycarbonate material / installed in aluminum track lined with PPL inserts / An edge mounted aluminum handle shall be installed on each sliding cabinet door. ----------	1.00
50-51-3001	**CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE** Headliner, walls, cabinet faces, and cabinet interiors MultiSpec color to be Marble Stone ----------	1.00
IS-CNT2-ACR	**COUNTER TOP, SOLID ACRYLIC - SECONDARY ACTION AREA** Install: solid acrylic countertop with 1/2" lip on the secondary action area. ----------	1.00
IS-CNT-ACR	**COUNTER TOP, SOLID ACRYLIC** Install: solid acrylic countertop with 1/2" lip on the primary action area. ----------	1.00
50-51-4033	**COUNTERTOP - SOLID ACRYLIC - RAVEN BOULDER (GRAY/BLACK)** Install a solid acrylic counter top, Raven Boulder (#810).	1.00
50-01-0408	**LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE - INCLUDING RADIO CABINET** The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door shall be secured with chrome locking lever latches/ all remaining interior hinged cabinet doors with center squeeze latches/all interior drawers with locking flush pull latches.	1.00
50-10-0229	**LEFT WALL - ATTENDANT CONTROL PANEL - WITH FLAT AREA** A Weldon Vista Control Screen shall be mounted on a hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be	1.00

	used for future radio mounting, etc. ----------	
IS1XL1OP1	**CABINET - FIXED FRAME WITH SLIDING POLYCARBONATE DOORS AND (1) ADJ. SHELF EACH SIDE OF CENTER DIVIDER** Left wall, upper rear interior cabinet (#1): fixed frame, sliding polycarbonate doors w/full length handles, the outer most sliding door to have handles on both ends, center divider with (1) adjustable shelf each side ----------	1.00
IS2XL1OP1	**CABINET - FIXED FRAME WITH SLIDING POLYCARBONATE DOORS AND (1) ADJ. SHELF EACH SIDE OF CENTER DIVIDER** Left wall, upper interior cabinet (#2): fixed frame, sliding polycarbonate doors w/full length handles, the outer most sliding door to have handles on both ends, center divider with (1) adjustable shelf, each side. ----------	1.00
IS3XL1OP1	**CABINET - HINGED POLYCARBONATE DOORS WITH CENTER SQUEEZE LATCHES AND FULL LENGTH HANDLES, INSIDE/OUTSIDE ACCESS TO OSS #3** Left wall rear interior cabinet (#3): fixed frame, hinged polycarbonate doors w/ center squeeze latches and full length handles, inside/outside access to OSS #3. ----------	1.00
IS4XL1OP1	**CABINET - SLIDING POLYCARBONATEDOORS WITH (1) ADJUSTABLE SHELF** Left wall interior cabinet (#4) below secondary action area: fixed frame, sliding polycarbonate doors w/ full length handles, the outermost sliding door to have handles on both ends (1) adjustable shelf. ----------	1.00
IS5XL1OP1	**PULL-OUT DRAWER WITH HINGED ACRYLIC WRITING SURFACE AND LOCKING STAINLESS STEEL FLUSH PULL LATCH. RECESSED SUCTION BELOW DRAWER** Left lower wall: (1) drawer (#5) aisle facing, primary action area, under the attendant control panel, hinged acrylic writing surface, locking stainless steel flush pull latch. A recessed SSCOR suction canister shall be located below the drawer. An SSCOR suction system with a 12 VDC electric vacuum pump: recessed into the street side lower interior wall near the attendant seat, pump shall be mounted in the standard OSS #2, pump exhaust shall be vented to the exterior of the vehicle. (must use SSCOR pump and tubing) ----------	1.00
50-60-0018	**ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED** An SSCOR suction system shall be recessed into the street side lower interior wall near the attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in an exterior compartment per the location on the drawing (must use SSCOR pump and tubing). ----------	1.00
IC1XL1OP2	**INSIDE/OUTSIDE ACCESS TO OSS #4 WITH HINGED POLYCARBONATE DOOR, FULL LENGTH HANDLE, AND CENTER SQUEEZE LATCH** Compartment #1 on the rearward curb side wall, inside/outside access to OSS #4, hinged polycarbonate door, full length handle, center squeeze latch. ----------	1.00
IC2XL1OP22	**SQUAD BENCH WITH RECESSED SHARPS/WASTE BELOW SEPARATE BENCH LID. SECOND PATIENT TRANSPORT ON THE SQUAD BENCH.** The Curbside wall shall have a squad bench which will include storage, a split lid with gas cylinder hold opens, and a recessed sharps and trash container. ----------	1.00
IC3XL1OP1	**(2) ANGLED LED LIGHTS OVERHEAD WITH OXYGEN OUTLET MOUNTED TO THE WALL**	1.00

	(2) LED lights on overhead angled panel on curb side upper wall. ----------	
50-50-0503	**SQUAD BENCH TOP - SPLIT WITH HINGED LID FORWARD WITH SHARPS / TRASH ACCESS** Squad bench top and cushion shall be split into two (2) sections with separate hinged lids/ forward most section shall have the sharps and trash container installed/ bench covered with color coordinated vinyl upholstery material/automatic latching fastener shall be installed in both sections ----------	1.00
50-50-0541	**HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS** Gas cylinder hold-open(s) shall be provided and installed to hold lid in the open and closed position. ----------	1.00
50-60-0709	**SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID** A 6.9 qt. #BD5489 sharps container, and a 8 qt. trash container installed in the forward end of the squad bench base, containers accessed through the squad bench lid covered with a 3/8" thick clear acrylic hinged lid with a biohazard warning label. ----------	1.00
50-60-0718	**SQUAD BENCH FACE - VINYL FLOORING MATERIAL** The face of the squad bench shall be covered with vinyl flooring material. ----------	1.00
SQ-BN-BASE	**SQUAD BENCH BASE W/STORAGE** A storage area shall be provided in the squad bench base. The squad bench base shall be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench shall be sprayed with sound absorbing polyurethane material. ----------	1.00
IF3PDQ	**CABINET - PDQ** The Power Distribution Quarters (PDQ) shall hold electrical components, (i.e., power distribution nodes, circuit breakers, etc.), hinged door with (2) chrome locking lever latches, located on the partition wall behind the attendant seat. ----------	1.00
IF1XL1C4	**CABINET - FRONT WALL, UPPER #1 - HINGED ALUMINUM DOOR W/INSERT** The front wall interior cabinet #1, flip up hinged aluminum door with polycarbonate insert and gas shock hold-open(s), center squeeze latch, (1) adjustable shelf. ----------	1.00
IF1XL1OP4	**CABINET WITH HINGED ALUMINUM DOOR WITH POLYCARBONATE INSERT AND CENTER SQUEEZE LATCH WITH (1) ADJUSTABLE SHELF** Install cabinet with hinged aluminum door with polycarbonate insert and gas shock hold-open(s) in the upper front wall. ----------	1.00
IF2XL1OP1	**CABINET - UPPER/LOWER WITH HINGED POLYCARBONATE DOORS, CENTER SQUEEZE LATCHES, (1) ADJ. SHELF PER CABINET** Front interior wall cabinet #2 fixed frame separated into (2) cabinet sections, upper and lower, each enclosed with (1) set of hinged polycarbonate doors with center squeeze latches, (1) adjustable shelf per each section and (1) adjustable shelf between the sections for a total of (3) adjustable shelves. ----------	1.00
IF3XL1OP1	**CABINET - VENTED RADIO CABINET PDQ ABOVE** Power Distribution Quarters (PDQ) compartment and a vented radio compartment below the PDQ, lower front wall, left. ----------	1.00

IF3XL1RAD	**CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)** A radio cabinet with a vented, hinged aluminum door, secured by a chrome locking lever latch, located on the front lower left wall, door to open towards rear of the module. ----------	1.00
IF4XL1OP1	**PASS-THROUGH WINDOW OPEN TO THE CAB** Window opening, pass-through from cab to module. ----------	1.00
50-20-0507	**PASS THROUGH - CAB TO MODULE, WINDOW OPENING** A window opening: provided in the rear of the cab to accommodate pass-through communications to the patient compartment, bellows provided to connect the cab to the module.	1.00
50-50-0118	**SEATING - ATTENDANT - USSC VALOR R - BACK INTEGRAL CHILD, SWIVEL SEAT CN8 COMPLIANT** A USSC Valor rear facing, R-back attendant seat with an integrated child seat installed at the head of the patient cot: a (2) position swivel seat mounted on a pedestal base with a heavy-duty seat frame / ABTS (All Belts To Seat) application with (4) point / (4) retractors single click internal mount belt system. The seat shall be padded and covered with sewn matching vinyl upholstery. ----------	1.00
50-50-0122	**SEATING - ATTENDANT - SIDE MOUNT POSITION** The attendant seat shall be in a side mount position. ----------	1.00
CPROP1	**SEATING - CPR - VALOR WITH 4PT BELTING** A CPR seat: on the street side of the patient compartment aft of the primary action area counter: KKK-A-1822F Change Notice 8 compliant, VALOR A-VAL shelf mount back frame and internal bolsters, single click, four (4) point / four (4) retractors, internal mount belt system, VALOR A-VAL shelf mount back frame and the seat shall be padded and covered with cushioned, color coordinated, cut and sewn vinyl. ----------	1.00
SQSTOP1	**SEATING - CN8 COMPLIANT TWO (2) VALOR A-VAL BACK** A Squad bench seat: (2) Valor A-Val Back individual seating positions will be installed on the curb side of the patient compartment. Seats shall have a VALOR A-VAL shelf mount back frame and internal bolsters with (4) point / (4) retractors single click internal mount belt system / padded and covered with cushioned, color coordinated, cut and sewn vinyl. ----------	1.00
50-60-0424	**HEAT/AIR CONDITIONING, HOSELINE FT-454, BRUSHLESS BLOWER 580 cfm (36,000 BTU HEAT/32,000 BTU COOL)** Install Hoseline FT-454 with 4x4 AC/Heat Core w/ brushless blower motor. ----------	1.00
50-61-0001	**ASSIST HANDLES, (6) BLACK RUBBER** Install: a total of (6) 10-7/8" black vulcanized rubber with steel core assist handles installed: (1) handle on each rear door, (1) on the curbside door, (1) at the curbside doorway and (2) at the rear doorway. ----------	1.00
50-60-0730	**DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS** Interior rear and curbside passage door panels to be full length aluminum, Multi-Spec sprayed to match interior color and contain removable latch access panel per	1.00

	dwg. # 6 & # 8. (Total 3). ----------	
50-60-0256	**EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM** Install: three-speed, 250 CFM (minimum) exhaust fan in the street side cabinet in the patient compartment, fan pulse width modulated from a switch on the attendant control panel vista screen, exhaust system to have a louvered grille inside and a chrome vent outside, system vent through the side of the vehicle, not through the roof. ----------	1.00
50-60-0322	**GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS)** A three (3) - box glove dispenser unit, with a clear acrylic hinged access panel with three (3) cut-outs, shall be provided above the curbside entry door. A 1/4" turn latch will be installed on the face of the glove box access panel. ----------	1.00
50-60-0340	**GRAB RAIL, 1-1/4" DIAMETER, (96") OVER COT AREA** (1) 1-1/4" diameter x 96" long stainless steel grab rail installed on the ceiling for attendant/ patient balance control, attached to the ceiling with (3) mounting brackets that secure it to the super structure of the module. Installation to comply with AMD-008 requirements.	1.00
50-60-0431	**IV HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2)** Two (2) Cast Products #IV2008-1 recessed; dual ceiling I.V. hangers shall be provided per Dwg #9 locations. ----------	1.00
50-60-0640	**OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM** A 12 VDC controlled electric O2 system operated through the v-mux multiplex electrical system shall be provided and installed.	1.00
50-60-1601	**OXYGEN OUTLET (1) LEFT WALL - OHIO MED - ACTION AREA** One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the forward street side cabinet action area. Per dwg #5 ----------	1.00
50-60-1640	**OXYGEN OUTLET (1) RIGHT WALL - OHIO MED - HEAD END OF SEATING AREA** One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the right wall above the head end of the curbside seating area. Per dwg #6 ----------	1.00
50-60-1680	**OXYGEN OUTLET (1) CEILING - OHIO MED - ABOVE HEAD OF COT** One (1) Ohio Medical flush mounted; quick release oxygen outlet shall be installed in the ceiling above the head of cot in the center mount position. Per dwg #9 ----------	1.00
50-60-0629	**FLOW METER, OXYGEN - THORPE STYLE** One (1) Thorpe style oxygen flow meter (15LPM) shipped loose with the completed vehicle. ----------	1.00
50-60-0761	**STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE** A brushed stainless steel panel shall be provided on the street side wall from the bottom of the CPR seat. ----------	1.00
50-60-0820	**ANTI-SLIP MATTING - CURBSIDE STEPWELL** Anti-Slip charcoal gray matting shall be installed in the curbside step well. ----------	1.00

Braun - Optional Patient Compartment Items

Item Number	Description	Quantity
50-62-0302	**COT FASTENER - STAT-TRAC SINGLE - CENTER POSITION CN8 COMPLIANT** Install a 96" Stat-Trac single position center mount ----------	1.00

Braun - Paint / Graphics

Item Number	Description	Quantity
60-01-0001	**PAINT PROCEDURE** All non-anodized aluminum module body surfaces: completely chemically steam cleaned, filled with premium body filler as needed, sanded smooth and primed with an epoxy primer and then primed again with a high solid primer, cured primer surfacer shall be DA sanded with 320 grit and cleaned. A high solid primer shall then be applied, where needed, as a sealer. ----------	1.00
60-01-0005	**STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE** Adhere to Standards and Specifications for Vehicle Paint Appearance. ----------	1.00
60-10-0108	**CAB - OEM PAINT White** ----------	1.00
60-01-0004	**BUFFING, PAINT - MODULE** The paint on the module sides shall be buffed to a high shine using a recommended paint buff system. ----------	1.00
60-01-0002	**PAINT MODULE - OEM PAINT PLUS CLEAR COAT White** Paint module OEM to match the chassis. The entire module shall be clear-coated, using an Axalta Process, sprayed over the final paint coat. ----------	1.00
60-30-0200	**REFLECTIVE - DOOR REFLECTIVITY** Install reflective material (25" x 2.5" red/silver chevron style), on the lower interior stainless steel panel of each rear door and hinged side door. NOTE: If a sliding side door is provided, install a 1.50" x 40.00" white reflective stripe on the rear facing edge. ----------	1.00
60-25-0101	**REFLECTIVE - BLACK MATERIAL IN RUB RAILS** Install black reflective material in rub rails. ----------	1.00

Braun - Vehicle Manuals

Item Number	Description	Quantity
80-20-0001	**VEHICLE MANUALS (1) PACKAGE SET** One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service, and operation manuals, OEM chassis owner's guide, complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems, Multiplex Electrical system programming -	1.00

	electronic media ----------	
90-10-0007	**STATEMENT OF LIMITED WARRANTY NEW AMBULANCES** ----------	1.00

Level	US FORD P-UP Model Year 2023 DESCRIPTION	F550 193" DIESEL 4X2
1	**FORD Diesel V8 P-up 4x2 F550 193 WHT US**	**F5G**
1	**Destination & delivery**	**DEST.**
1	**Mark up**	**INCL**
1	**6.7L Power Stroke® Diesel engine**	**99T**
1	**Ten-Speed Automatic with Selectable Drive Modes**	**44G**
1	**18000 GVWR PKG**	**INCL**
1	**Oxford White**	**Z1**
1	**40/20/40 cloth**	**3**
1	**Medium Earth Gray**	**S**
1	**Preferred Equipment Package XLT All XL content, plus:**	**663A**
*1	**EXTERIOR**	INCL
*1	Chrome Front Bumper & Grille	INCL
*1	*Daytime running Lights (942)*	INCL
*1	*Fuel Tank - 40 gallon aft axle*	INCL
*1	*Glass – solar-tinted*	INCL
*1	*"Three Blink" Lane change signal*	INCL
*1	*Tow hooks – front (2)*	INCL
*1	*Windshield Wipers – intermittent*	INCL
*1	**INTERIOR/COMFORT**	INCL
*1	*4.2" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications*	INCL
*1	*Air conditioning – single-zone, manual*	INCL
*1	*Air conditioning vents – black w/chrome ring and knob*	INCL
*1	*Cabin Air Particulate Filter*	INCL
*1	*Door-trim – soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab*	INCL
*1	*Floor covering – color-coordinated full carpet*	INCL
*1	*Mirror – rearview 11.5" day/night*	INCL
*1	*Outside Temperature Display*	INCL
*1	*Overhead console w/dual storage bins and map lights*	INCL
*1	*Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down,*	INCL
*1	*Seats, Front: — Front, high-series cloth 40/20/40 split bench, w/center armrest, cupholder and storage Two-way adjustable driver/passenger headrests*	INCL
*1	*Steering – power*	INCL
*1	*Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control*	INCL
*1	*Four-way adjustable driver/passenger headrests*	INCL
*1	*Sun visors – Color-coordinated cloth, both driver and passenger w/covered mirrors*	INCL
*1	*Upfitter switches – 6 located in Overhead Console*	INCL
*1	*Window – rear, fixed privacy glass*	INCL
*1	*120V/400W outlets; (1) dash mounted and (1) in rear console with 40/Console/40 seats*	INCL
*1	**SAFETY/SECURITY**	INCL
*1	*AdvanceTrac® with RSC® (Roll Stability Control™)*	INCL
*1	*Belt-Minder® (front safety belt reminder)*	INCL
*1	*Driver and passenger frontal airbag; passenger side deactivation switch*	INCL
*1	*Headlamps – Quad beam jewel effect halogen*	INCL
*1	*Individual Tire Pressure Monitoring System (TPMS) – F-350 and F-600 Only*	INCL
*1	*Lamps – Roof marker/clearance – LED*	INCL

*1	*Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals*	INCL
*1	*Remote keyless entry*	INCL
*1	*Safety Belts – w/height adjustment (front-outboard seating positions only)*	INCL
*1	*Safety Canopy® System (incl. side-curtain airbags)*	INCL
*1	*Stationary Elevated Idle Control (SEIC)*	INCL
*1	*SecuriLock® Passive Anti-Theft System (PATS)*	INCL
*1	*SOS Post-Crash Alert System™*	INCL
*1	**FORD CO-PILOT360™ TECHNOLOGY**	INCL
*1	*Audible Lane Departure Warning*	INCL
*1	*AutoLamp – Auto On/Off Headlamps*	INCL
*1	*Cruise Control (Steering wheel-mounted)*	INCL
*1	*Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB)*	INCL
*1	**FUNCTIONAL**	INCL
*1	*Audio – AM/FM stereo MP3 player & four (4) speakers w/Reg Cab, six (6) speakers w/Super/Crew Cabs*	INCL
*1	*Connected Upfitter Interface Module*	INCL
*1	*FordPass™ Connect 5G Wi-Fi Modem* *— 5G LTE Wi-Fi hotspot connects up to 10 devices* *— Remotely start, lock and unlock vehicle* *— Schedule specific times to remotely start vehicle* *— Locate parked vehicle* *— Check vehicle status*	INCL
*1	*Stabilizer bars – front & rear*	INCL
*1	*SYNC® 4* *— 8" LCD Capacitive Touchscreen with Swipe Capability* *— Wireless Phone Connection* *— Cloud Connected* *— AppLink® w/App Catalog* *— 911 Assist®* *— Apple CarPlay® and Android Auto™ Compatibility* *— Digital Owner's Manua*	INCL
*1	*Trailer Brake Controller*	INCL
*1	*Dual Battery 68 AH / 65 AGM*	INCL
STD	*225/70Rx19.5G BSW A/P * Regular Cab*	*TGJ*
1	**Amb. Prep. Package W/EPA SPECIAL EMERGENCY VEH EMISSIONS**	**47L**
2	*410 Amp Dual Alternator*	*67B*
STD	*750 CCA, 78 AH, Dual*	*INCL*
1	**4.10 LTD slip axle**	**X4N**
1	**Spare tire/whl3**	**512**
1	**Carpet delete**	**166**
1	**Jack**	**61J**
1	**Engine block heater**	**41H**
1	**ALLOY ALUM WHEELS (OPTION)**	**64D**
1	**California service vehicle exemption (emissions)**	**936**
1	**Fuel charge Diesel**	**INCL**
1	**NET INV FLT OPT**	**B4A**
1	**Transmission Power Take-Off Provision**	**INCL**
1	**Operator Commanded Regeneration**	**INCL**
1	**XLT INTERIOR PACKAGE (Regular Cab)**	**17V**
2	*Power Driver's Seat (eight-way)*	*INCL*
2	*Power Adjustable Pedals*	*62M*

2	*Autolock, Auto unlock*	*INCL*
2	*SecuriCode™ keyless entry keypad (driver's side)*	*INCL*
2	*Electrochromic Rear View Mirror*	*INCL*
2	*Heated Driver Seat (NA w/ Regular Cab)*	*INCL*
2	*Remote Start*	*INCL*

Engine cooling
Transmission cooler
Anti-lock brakes
Power brakes
Heavy-duty front and rear shocks
AM/FM radio
Dual Electric horns
Interior dome lights

THE CITY OF NEW SMYRNA BEACH - MARINA

RESOLUTION NO. 58-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE A 3% INCREASE FOR ANNUAL SLIP LEASES AND TRANSIENT SLIP RATES AT THE CITY MARINA EFFECTIVE OCTOBER 1, 2024.

September 10, 2024

Background:

During the September 26, 2023, city commission meeting, Leisure Services Director Rob Salazar presented the commission with options regarding pricing for transient slips at the city's marina. The commission elected to pursue a revamp of the marina's transient pricing structure and allow the city to adjust both annual and transient rates annually on October 1st of each year according to CPI or a minimum of a 3% rate increase annually.

CPI% from July 2023 to July 2024 was 2.9%, because of this the marina rates will be adjusted at the minimum 3% per Resolution No. 29-24.

The marina operates as an enterprise fund. In order to maintain the appropriate standards of appearance and safety, maintain necessary operations, and complete improvement projects like the remaining phases of the dock repairs needed and potential restroom remodel this rate adjustment is needed. Marina rates will continue to remain competitive with competing marinas in the surrounding area with this increase in rates.

Findings:

Staff recommends approval of the 3% increase in marina rates.

Fiscal Analysis:

Based off revenue figures from FY 23 and FY 24, the marina expects to generate approximately $10,000 in additional revenue in FY 25 from this rate increase.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Res_29-24_Marina_New_Rate_Structure_Change.pdf
Res 58-24 Setting Rate Structure Transient Dockage at City Marina.pdf

RESOLUTION NO. 29-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, ESTABLISHING A NEW RATE STRUCTURE FOR TRANSIENT AND ANNUAL CONTRACT DOCKAGE AT THE CITY MARINA; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates the marina facilities which provide dockage according to slip sizes used primarily by marina tenants to access the Atlantic Ocean Beach; and

WHEREAS, the marina slips currently are high demand and occupied approximately 90 percent of the time, with periods of time with no availability; and

WHEREAS, the City transient rates at the marina facilities which provide dockage have not had a rate increase since November 2021; and

WHEREAS, the City Commission deems it is in the best interests of the residents of the City of New Smyrna Beach to adjust the rental rate structure for dockage and other fees for the City Marina to be more competitive to that of other municipal marinas in Florida. **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Dockage Rates.*** The dockage rates shall be amended as follows:

Transient Dock Rates	**Current**	**Proposed**
Days 1 to 29	…	$2.00
Daily (per foot)	$2.00	No Changes
30 amp	$6.00	No Changes
50 amp	$10.00	No Changes
Days 30 to 89	…	$1.25
Weekly (per foot)	$12.00	No Changes
30 amp	$36.00	No Changes
50 amp	$60.00	No Changes
Days 90+	…	$1.00
Monthly (per foot)	$18.00	No changes
30 amp	$80.00	No Changes
50 amp	$160.00	No Changes

Annual Fix Timber	Current	Proposed
NSB resident (per foot)	$12.00	No Changes
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
NSB Non-resident (per foot)	$13.00	No Changes
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
Annual Floating Aluminum	**Current**	**Proposed**
NSB resident (per foot)	$13.00	No Changes
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
NSB Non-resident (per foot)	$14.00	No Changes
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
Live Aboard	$125.00	No Changes

Dockage rates shall be based upon the greater of the slip length or boat length. The minimum dockage shall be 28' as this is the minimum slip size.

SECTION 2: ***Dockage Rate Evaluation.*** That the fees described above shall hereinafter be evaluated on an annual basis beginning October 1, 2025. All other policies, terms, and conditions shall remain unchanged.

SECTION 3: ***Future Rate Adjustment.*** The City may increase transient slip and/or annual slip lease rates effective October 1st annually by CPI-U% or at a minimum of 3%.

SECTION 4: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this resolution shall be effective retroactively to September 26, 2023.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

DATE: April 17, 2024

RESOLUTION NO. 58-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, ESTABLISHING A NEW RATE STRUCTURE FOR TRANSIENT AND ANNUAL CONTRACT DOCKAGE AT THE CITY MARINA; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates the marina facilities which provide dockage according to slip sizes used primarily by marina tenants to access the Waterways of New Smyrna Beach; and

WHEREAS, the marina slips are in high demand and occupied approximately 90 percent of the time, with periods of time with no availability; and

WHEREAS, the City Commission deems it is in the best interests of the residents of the City of New Smyrna Beach to adjust the rental rate structure for dockage and other fees for the City Marina to be more competitive to that of other municipal marinas in Florida. **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Dockage Rates.*** The dockage rates shall be amended as follows:

Transient Dock Rates	**Current**	**Proposed**
Days 1 to 29	$2.00	$2.06
Daily (per foot)	$2.00	No Changes
30 amp	$6.00	No Changes
50 amp	$10.00	No Changes
Days 30 to 89	$1.25	$1.29
~~Weekly (per foot)~~	~~$12.00~~	~~No Changes~~
30 amp	$36.00	No Changes
50 amp	$60.00	No Changes
Days 90+	$1.00	$1.03
~~Monthly (per foot)~~	~~$18.00~~	~~No changes~~
30 amp	$80.00	No Changes
50 amp	$160.00	No Changes

Annual Fix Timber	**Current**	**Proposed**
NSB resident (per foot)	$12.00	$12.36

30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
NSB Non-resident (per foot)	$13.00	$13.39
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
Annual Floating Aluminum	**Current**	**Proposed**
NSB resident (per foot)	$13.00	$13.39
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
NSB Non-resident (per foot)	$14.00	$14.42
30 amp	$40.00	No Changes
50 amp	$80.00	No Changes
Live Aboard	$125.00	No Changes

Dockage rates shall be based upon the greater of the slip length or boat length. The minimum dockage shall be 28' as this is the minimum slip size.

SECTION 2: ***Dockage Rate Evaluation.*** That the fees described above shall hereinafter be evaluated on an annual basis beginning October 1, 2025. All other policies, terms, and conditions shall remain unchanged.

SECTION 3: ***Future Rate Adjustment.*** The City may increase transient slip and/or annual slip lease rates effective October 1st annually by CPI-U% or at a minimum of 3%.

SECTION 4: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this resolution shall become effective October 1, 2024.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/3/2024

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE JOY TO THE ARTS EVENT 2024, TO BE HELD ON SATURDAY DECEMBER 14, 2024.

September 10, 2024

Background:

The Hub on Canal and Janes Art Center request approval to hold their Joy to the Arts community holiday vendor tent event on Saturday, December 14, 2024 from 10am to 4pm. Setup will begin at 7am continuing through 10am, with breakdown completed by 6pm. The event will include vendors in the roadway on Magnolia Street. The closure of Magnolia Street will begin at the Southern boundary of the intersection of Canal Street continuing southbound to the Downing Street intersection's Northern boundary, including the NSB Utilities parking lot exits onto Magnolia. The event will include up to 40 retail vendors tents this year, with 500 anticipated attendees. There will be alcohol sales during the event, provided through The Hub on Canal & Janes Art Center licensed to sell alcohol. All alcohol sales and consumption will be confined to inside the The Hub on Canal and Janes Art Center. The event will have a Santa entertainer and live music to be determined, using a P/A system. One NSB Police Officer will be present during the event to provide security.

Findings:

Staff recommends the approval of the Joy to the Arts Event 2024, to be held on Saturday December 14, 2024.

Fiscal Analysis:

The following permit and event fees will be collected by the city:
Building Dept Major Event Permit Fee: $305.24
Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Joy to the Arts on Dec 14 2024.pdf
Joy to the Arts Evnt Dec 14 2024 NSBPD Cntrct.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Joy to the Arts

Event Date: 12/14/24

Contact Information: Jennifer Marano

Brief Event Description: Community / Holiday vendor tent event

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	8/20/24
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	8/16/24
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	8/6/24
	Fire Department	386-402-7631	slane@cityofnsb.com	8/6/24
see approval email	Police Department	386-424-2297	whelms@cityofnsb.com	8/16/24
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	8/16/24
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8/16/24

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Dept - Apply for major Event permit

FIRE DEPT. - A MINIMUM 10' AISLE MUST BE MAINTAINED - CENTER OF STREET

Street Closure Canal to Dorothy.

Major Events Leisure

Road Closures:

Magnolia

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☒

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 REQUIRED INFORMATION:

1.1 Name of Event: Joy to the Arts

1.2 Name of Producer and/or Promoter: The Hub on Canal & Janes Art center

1.3 Type of Organization ☒ Non-Profit ☐ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Jennifer Marano

1.5 Address: 132 Canal st

City: New Smyrna Beach State: FL Zip Code: 32168

1.6 Work Phone: 386-957-3924 Home Phone: 386-451-3392 Fax: _____

Email: jennifermarano@thehuboncanal.org Website: WWW.THEHUBONCANAL.org

2 BILLING INFORMATION:

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: Jennifer Marano` Address: 132 Canal St NSB 32168

3 EVENT INFORMATION:

3.1 Date(s) Requested: 12/14/2024

3.2 Location of Event: Then Hub on Canal & Janes Art center / Magnoila

3.3 Description of Event: Community / Holiday Vendor tent event

3.4 Site Plans are required and must include:

■ Pedestrian Access ■ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any)

■ Dumpsters and/ or Trash Cans ■ Number and Location of Vendor Display Areas Venue/ Stage (if any) ■ Tents ■ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ■ No

Will an admission fee be charged prior to the event? ☐ Yes ■ No

Will fees be collected on-site before/ during event? ☐ Yes ■ No

3.7 Event time: Date: 12/14/24 Start: 10a. a.m./ p.m. End: 4pm a.m./ p.m.

Set-up: Date: 12/14/24 Start 7am a.m./ p.m. End: 10am a.m./ p.m.

Breakdown: Date: 12/14/24 Start: 4pm a.m./ p.m. End 6pm a.m./ p.m.

Rain date: Date: na Start: na a.m./ p.m. End na a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event? email/ social media/print Anticipated number of attendees: 500

3.8 Have you held this event in the City of New Smyrna Beach previously? ☐ Yes ■ No

If yes, previous date(s): _____ Location(s): _____

Have you held this event in another City? ■ No ☐ Yes If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☐ Yes ■ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ■ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ■ No

4 ENTERTAINMENT:

4.1 Will there be entertainment? ■ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Santa Entertainer, live music-schedule TBD

4.2 Will you be using a sound system? ■ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Hub on canal Type of System: pa/speaker /mic

4.4 Sound Time: Start: 10 a.m./ p.m. End: 4 a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☐ Yes ■ No If yes, please describe the types of games and/or rides

4.6 Name of Contractor: N/A

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: Policy Number:

5 SPECIAL EFFECTS:

5.1 Will there be any special effects used? ☐ Yes ■ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date: Start: a.m./p.m. End: a.m./p.m.

5.4 Location of Special Effects:

5.5 Effects Producer/ Company Name:

5.6 Address:

5.7 Phone Number: Fax Number

5.8 Proof of insurance is required for all special events.

Insurance Company: Policy Number:

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ■ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ■ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? 20-40

7.3 Type of vending (including number of each):

☐ Clothing_____ ☒ Food/ Beverage 3 _____ ☐ Jewelry _____

■ Other (describe) Variety of arts and crafts

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ■ Yes ☐ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

3

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

■ Yes ☐ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: The Hub on canal & Janes art center

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ■ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? ■ Local ☐ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ■ Newspaper ■ Radio ☐ Television ■ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: 386-957-3924

11 **SIGNS:**

11.1 Will you be using signs at your event? ■ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? 25x36 sandwich boards, 4

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ No ■ Yes, complete below.

☐ Stages ■ Tents ☐ Scaffolding ☐ Booths ☐ Fences ■ Barricades ■ Cones ☐ Other _____

12.2 How many tents exceeding 120 square feet or greater? 0

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. see site map

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

N/A

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ■ Yes ☐ No

13.2 Will there be any road closures? ☐ No ■ Yes, Road Name: Magnolia

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ■Yes ☐No

13.5 Will the event have on-site parking? [■] Yes [ ] No

13.6 Will the event require off-site parking? [ ] Yes [■] No

13.7 Will a shuttle be used to transport people to the off-site parking area?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 PORT-O-LETS:

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? N/A Indoor facilities, 5 restrooms 3 ADA access

14.3 The location of the Port-O-Lets must be included on the site plan.
RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 SANITATION:

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:

16.1 What are your plans for providing security at the event? NSB if warranted

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

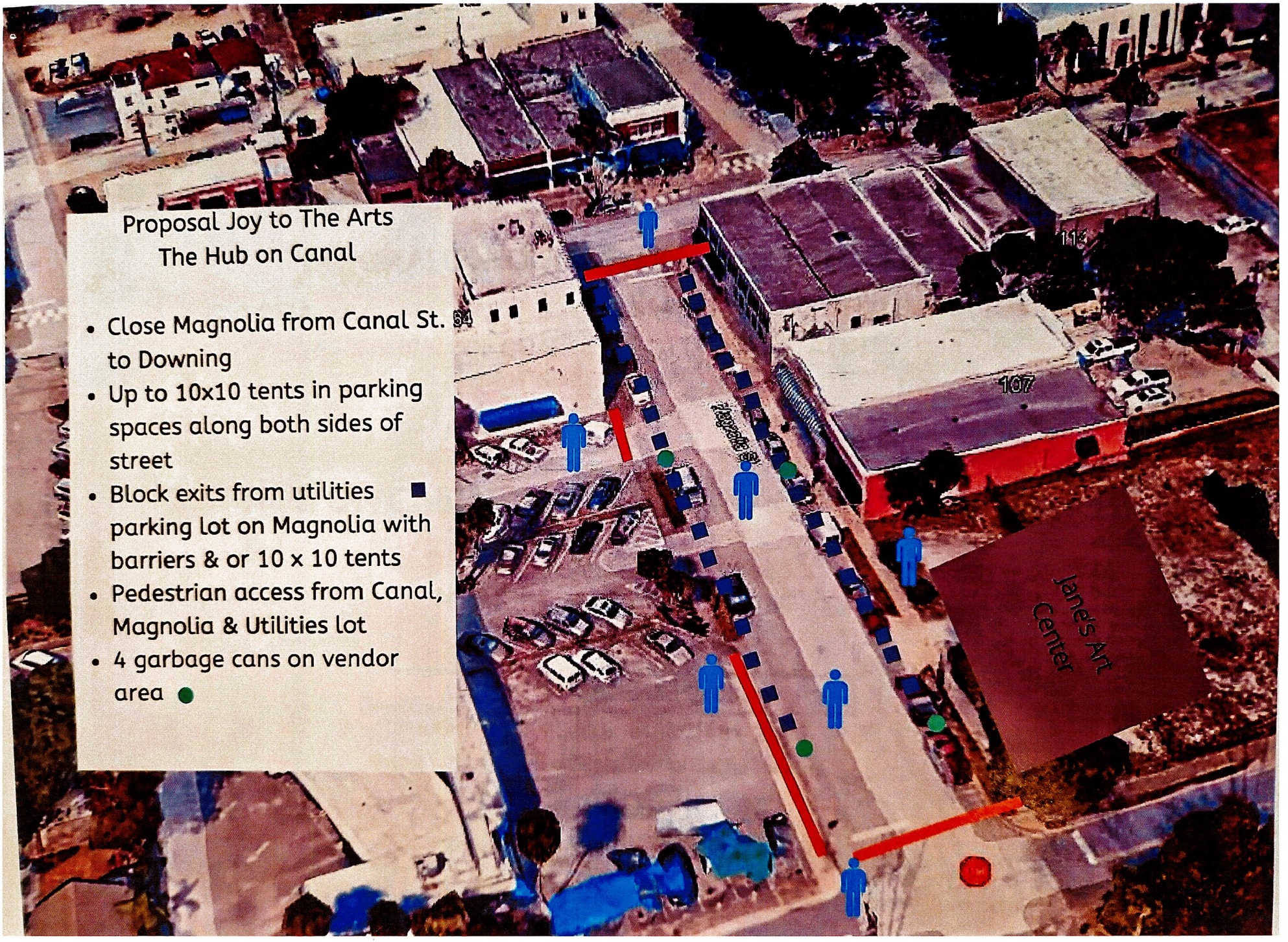
Printed Name: Jennifer Marano

Date: 8/5/24 Title of Applicant: Director of Operations Affiliation: _____

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Jennifer Marano	386 451 3392	all day
Miranda Price	386 690-7962	all day


Proposal Joy to The Arts
The Hub on Canal
• Close Magnolia from Canal St. to Downing
• Up to 10x10 tents in parking spaces along both sides of street
• Block exits from utilities parking lot on Magnolia with barriers & or 10 x 10 tents
• Pedestrian access from Canal, Magnolia & Utilities lot
• 4 garbage cans on vendor area
114
107
Janes Art Center

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Joy to the Arts

Event Date 8 12/14/24 Dates Requested 11/29 → 12/14

Organization The Hubon Canal

Contact Name Miranda Price

Email Address Miranda.Price@thehuboncanal.org

Contact Phone/Day 386-690-7562 Evening _____

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Jennifer Marano Date 8/5/24

Signature Jennifer Marano

10:21:49 AM 8/5/2024

ONLINE SERVICES

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View Application Status
Find Exam Information
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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	HUB ON CANAL LICENSE MANAGEMENT LLC (Primary Name)
	THE HUB ON CANAL (DBA Name)
Main Address:	1006 S RIVERSIDE DR EDGEWATER Florida 32132
County:	VOLUSIA
License Location:	132 CANAL STREET NEW SMYRNA BEACH FL 32168
County:	VOLUSIA

License Information

License Type:	Retail Beverage
Rank:	2COP
License Number:	BEV7408340
Status:	Current,Active
Licensure Date:	01/23/2024
Expires:	03/31/2025

Special Qualifications	Qualification Effective
Invoice Sent	01/26/2024

Alternate Names

View Related License Information
View License Complaint

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ONLINE SERVICES

Apply for a License
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File a Complaint
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Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:20:59 AM 8/5/2024

Licensee Information

Name:	**HUB ON CANAL LICENSE MANAGEMENT LLC (Primary Name)**
	JANES ART CENTER (DBA Name)
Main Address:	**199 DOWING STREET NEW SMYRNA BEACH Florida 32168**
County:	**VOLUSIA**
License Location:	**199 DOWING STREET NEW SMYRNA BEACH FL 32168**
County:	**VOLUSIA**

License Information

License Type:	**Retail Beverage**
Rank:	**2COP**
License Number:	**BEV7408007**
Status:	**Current,Active**
Licensure Date:	**01/23/2024**
Expires:	**03/31/2025**

Special Qualifications	Qualification Effective
Invoice Sent	**01/26/2024**

Alternate Names

View Related License Information
View License Complaint

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 564, FLORIDA STATUTES

SERIES: 2COP

HUB ON CANAL LICENSE MANAGEMENT LLC

THE HUB ON CANAL
132 CANAL STREET
NEW SMYRNA BEACH FL 32168

LICENSE NUMBER: BEV7408340

EXPIRATION DATE: MARCH 31, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Salazar, Robert

From: Fitzgerald, Michelle
Sent: Tuesday, August 20, 2024 3:18 PM
To: Salazar, Robert
Subject: FW: Joy to the Arts Question

Below is the full email

From: Reve, Jason <jreve@cityofnsb.com>
Sent: Friday, August 16, 2024 12:25 PM
To: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: RE: Joy to the Arts Question

Email approval works for me. Approved

Sent via the Samsung Galaxy S22 Ultra 5G, an AT&T 5G smartphone

-------- Original message --------
From: "Fitzgerald, Michelle" <MFitzgerald@cityofnsb.com>
Date: 8/16/24 12:24 PM (GMT-05:00)
To: "Reve, Jason" <jreve@cityofnsb.com>
Subject: RE: Joy to the Arts Question

Did you want to come over and sign the form or do you want me to just use this email as approval? You were close on the date it's actually 4/5/25.
Thanks,
Michelle

Michelle Fitzgerald
Leisure Services Assistant Director
City of New Smyrna Beach
Phone: (386) 410-2890
Email: mfitzgerald@cityofnsb.com
Website: cityofnsb.com

From: Reve, Jason <jreve@cityofnsb.com>
Sent: Friday, August 16, 2024 8:40 AM
To: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: RE: Joy to the Arts Question

Ok we won't require officer, I will sign off. Also for some reason I wrote down the date of 5/5 for the wedding at Joy by the sea where they wanted an officer, could you give me the correct date.

Captain Jason Reve
Support Services
City of New Smyrna Beach
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office (386) 402-7743
Mobile (386) 576-6830
jreve@cityofnsb.com
www.cityofnsb.com

From: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Sent: Thursday, August 15, 2024 12:06 PM
To: Reve, Jason <jreve@cityofnsb.com>
Subject: FW: Joy to the Arts Question

Please see response below and let me know how you would like to proceed.
Thanks
Michelle

Michelle Fitzgerald
Leisure Services Assistant Director
City of New Smyrna Beach
Phone: (386) 410-2890
Email: mfitzgerald@cityofnsb.com
Website: cityofnsb.com

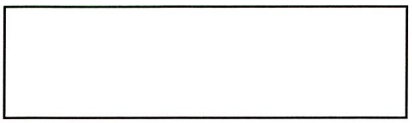
From: Miranda Price <miranda.price@thehuboncanal.org>
Sent: Thursday, August 15, 2024 12:03 PM
To: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: Re: Joy to the Arts Question

CAUTION: EXTERNAL EMAIL

Hello Michelle

We will be doing inside only for alcohol purchases at the HUB & Jane's and drinks are to remain inside, signs will be on doors.

Miranda V. Price
Director of Development
The Hub on Canal, Inc. &
Janes Art Center
132 Canal Street
New Smyrna Beach, Fl 32168
www.theHUBoncanal.org
HUB: 386.957.3924
Personal cell: 386-690-7962



On Thu, Aug 15, 2024 at 11:38 AM Fitzgerald, Michelle <MFitzgerald@cityofnsb.com> wrote:

> With alcohol sales during your event, will that be contained to inside the Hub and Janes or are you requesting them to be able to drink outside on the street?
> Thanks,
> Michelle

Michelle Fitzgerald
Leisure Services Assistant Director
City of New Smyrna Beach
Phone: (386) 410-2890
Email: mfitzgerald@cityofnsb.com
Website: cityofnsb.com



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www.cityofnsb.com

whelms@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: The Hub on Canal

Name of Requester: Jennifer Marano **Phone #:** 386-451-3392
Email: jennifermarano@thehuboncanal.org

Business Address: 132 Canal St. New Smyrna Beach Fl. 32168

Billing Address (If different than business address):
Type of Event: Free Community Events

Type of Service Requested, i.e. (Traffic Control, Security) explain:

General security

Number of Officers Requested: (subject to change per PD recommendation) 1

Exact location of Event: Magnolia St between Canal and Downing
Date(s): Dec 14th
Time(s): 10am-4pm
Contact Person at Event: Jennifer Marano **Phone:** 386 451 3392
Emergency Phone Number: 386-451-3392

Payment Rate: $70.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $70.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt. William Helms at 386-424-2297 or the Administrative Office at 386-424-2234. Customers will be billed the next business day following the event. An eight (8) hour advance notice is required to cancel this request, or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. ***(Electronic signature acceptable)***

Jennifer Marano **This** 5 **Day of** Sept **20** 24,
(Signature)

Director of Operations
(Title)

Accepted by the City of New Smyrna Beach: Sgt. William Helms **Date:** 09/05/24

If You Prefer, Fax Signed & Completed Form to (386) 424-2259

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL AND PURCHASE OF 70 GLOCK 45 9MM HANDGUNS, AIM POINT ACRO RED DOTS, STREAMLIGHT TLR-7A WEAPON LIGHTS AND SAFARILAND DUTY HOLSTERS.

September 10, 2024

Background:

Recently, several safety concerns have emerged regarding the NSBPD issued Sig Sauer P320 handgun, posing potential liability to the agency and the city. There have been over 100 reports of the handgun discharging without trigger contact, particularly while holstered with several of these being on body camera. These incidents have led to 93 reported injuries. In late June, Sig Sauer lost a federal lawsuit in Georgia, where the plaintiff was awarded $2.3 million after the handgun discharged in his holster and the bullet struck his leg. Subsequently, 14 additional lawsuits have been filed against Sig Sauer for similar incidents.

Upon receiving the information as well as a notice from the IUPA Police Union regarding the reported failures, NSBPD and the city attorney's office conducted a thorough review of the facts and as such recommend that the handgun be taken out of service to avoid potential injury to our officers and/or the public.

Findings:

The police department recommends transitioning away from the Sig Sauer P320 platform to the Glock 45 platform. Lou's Police Distributors, Inc. has agreed to offer a buy back option for the Sig Sauer P320 handguns if new Glock 45 handguns are purchased from them. Lou's Police Distributors has agreed to purchase each of our 70 Sig Sauer handguns for $400 per handgun, totaling $28,000. The total cost of the transition to Glock including the weapons, lights and holsters would be $83,006. With the trade in value of the Sig Sauer P320 handguns, that brings the total cost of the transition down to $55,006.

Fiscal Analysis:

Three quotes were obtained to seek the best price for the purchase of 70 Glock 45 9mm handguns. Utilizing this information, the handguns will be purchased from Lou's Police Distributors, Inc. and come complete with an Aim Point ACRO Red Dots, Streamlight TLR-7A weapon lights and Safariland duty holsters.

This will require a budget amendment from general fund reserves to expense line

00152101.552036, Ammunitions/Firearms to cover the cost of the purchase of $55,006.

Strategic Plan Item:

No

Staff Report Created By: Richard Kirkland - Police Captain

Attachments:

Memo - Asst. City Attorney McCurdy to Chief Feldman.docx
Quote 1 Lou's Police Distributors.pdf
Quote 2 Lawmen's Shooter's Supply.pdf
Quote 3 GT Distributors.pdf

City of New Smyrna Beach

Memo

To: Chief Eric Feldman

From: Shey McCurdy, Assistant City Attorney

cc: Khalid Resheidat, City Manager

Kyle Cowper, City Manager

Date: August 22, 2024

Re: SIG Sauer P320

The New Smyrna Beach Police Department has entered into a contract with SIG Sauer, Inc., for the procurement of firearms to be issued to all sworn personnel within the department.

The City is currently reassessing its decision to utilize the SIG Sauer P320 as the standard duty weapon for officers, following a recent Georgia jury's finding of liability related to the manufacturing of the SIG Sauer P320 (“P320”).

At the time the contract for the SIG Sauer P320 was established, no jury or court had determined SIG Sauer, Inc., to be liable for manufacturing defects. To date, the New Smyrna Beach Police Department has not experienced any issues with this firearm. Nevertheless, the Police Union informed the City of the recent case in Georgia, prompting the Police Department's Command staff to conduct a thorough review of the concerns raised about this firearm.

SIG Sauer, Inc. is a firearm manufacturing company based in Delaware, with the firearms produced in the United States.

The exact number of accidental discharges involving the P320 is unknown, but it is reported that there have been at least 125 instances of unintentional discharge. A significant number of these

cases are currently being litigated in federal courts, some of which have resulted in class action lawsuits.

The legal implications for the City primarily concern potential liability related to negligence claims. Negligence, a fundamental principle of law, often forms the basis for personal injury or wrongful death suits. The elements of negligence include:

1. **Duty**: The City has a duty to ensure that equipment provided to its personnel is free from defects that could cause harm. This duty extends to protecting both the public and police officers.
2. **Breach of Duty**: A breach occurs if the City fails to act or acts inadequately in fulfilling its duty to provide safe equipment.
3. **Cause in Fact**: This element, also known as the "but for" analysis, requires establishing that the injury would not have occurred but for the City's failure to act.
4. **Proximate Cause**: This involves showing that the failure to act is the direct cause of the injury or harm.

Applying these elements to the current issue, the City has a duty to provide firearms that are free from defects. Despite SIG Sauer's assertion that the P320 is defect-free, a jury has found fault with its design. SIG Sauer plans to appeal this verdict, but the City must address the concerns raised by the jury finding and other reported incidents of unintentional discharge. Continuing to use the SIG P320 could be viewed as a breach of the City’s duty to its officers and the public. If an accidental discharge results in harm, the City could face significant liability due to its failure to switch to a different manufacturer.

Another concern is the potential for defense issues in excessive use-of-force claims. Given that the P320 has been known to discharge unintentionally without a trigger pull, any officer-involved shooting could be challenged on the basis that the firearm discharged accidentally. Without video evidence to confirm the circumstances of the discharge, it would be difficult to refute claims of unintentional discharge. While most unintentional discharges have occurred while the firearm was in the holster or during holster removal, this does not eliminate the risk of such claims.

Currently, only a few agencies in Florida are using the SIG P320, with other agencies opting to different firearm brands. Given the serious risks associated with potential accidental discharges, it is legally advisable for the City to consider switching manufacturers to mitigate potential liability.

Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205
Jeff@louspolice.com

QUOTATION

DATE 8/26/2024
QUOTE# 0826JZ
Customer ID NSBPD
Prepared By Jeff Ziegler

AGENCY:

New Smyrna Beach Police Dept.	***QUOTATION VAILID FOR: 30 DAYS***
ATTN Sgt. James Sharkey	
246 Industrial Park Ave.	
New Smyrna Beach, FL 32168	

Comments or special instructions:

Item Number	Description	QTY	Price per Unit	Extension
PA455S302MOS7A2	Glock 45MOS Gen 5 9mm Pistol Package, Case, 3 Magazines, ACRO P-2 Red Dot, Ameriglo Tritium Front/Non-Tritium Rear Tall Sight Set	70	$ 928.72	$ 65,010.40
6360RDS-28327-411	Safariland 6360RDS 7TS ALS/SLS Mid Ride Duty Hoslter, STX Plain Black, Glock 45MOS, ACRO P-2, TLR-7, RH	70	$ 137.08	$ 9,595.60
69424	Streamlight TLR-7A Flex Weapon Light, Black	70	$ 120.00	$ 8,400.00
				$ -
	TRADE-IN VALUE			$ -
	Sig Sauer P-320 Pro Carry 9mm Pistol, Box, Romeo 1 Red Dot, 3 Standard Magazines, 3 Extended Magazines, Night Sights	70	$ 400.00	$ (28,000.00)
				$ -
				$ -
				$ -
				$ -
				$ -
	Trade-In Credit based on actual numbers of Pistols, Cases, Magazines, and Optics actually received			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 55,006.00

Quote

Quote expires
September 1, 2024 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-Q7969
Invoice Date: 8/2/24
Station: OFFICE7

Sold to:
NEW SMYRNA BEACH POLICE DEPARTMENT
CITY OF NEW SMYRNA BEACH
ATTN: FINANCE DEPARTMENT
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168
LE AGENCY
JASON JOHNSON

Ship to:
NEW SMYRNA BEACH POLICE DEPARTMENT
CITY OF NEW SMYRNA BEACH
ATTN: FINANCE DEPARTMENT
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168
LE AGENCY

Customer #: 11831 **FFL Exp Dt:** **Ship-via code:**
Sales Rep: MARI **Due Date :** 09/01/2024 **Terms:** Net due in 30 days

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Order	70	11578	PA455S302MOS7A1	GLOCK 45 MOS AIMPOINT ACRO P2 W/AMERIGLO NTF / NTR SHS SIGHTS	904.96	EACH	63,347.20
	Order	70	31841	6360RDS-2832-411	SAFARILAND ALS/SLS LEVEL 3 RETENTION HOLSTER STX P LAIN BLACK, FITS GLOCK 19MOS X300U RIGHT HAND	145.00	EACH	10,150.00
	Return	-70	11354		SIG SAUER P320 CARRY 9MM W/ROMEO 1 OPTIC 3 MAGS,	200.00	EACH	-14,000.00

User: MARI **Total line items:** 3

Sale subtotal:	59,497.20
Tax:	0.00
Total:	59,497.20

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-Q7969

Quote	QTE0195345
Date	8/6/2024
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

New Smyrna Beach Police Dept (FL)
Attn: Accounts Payable
210 Sams Avenue
New Smyrna Beach FL 32168

Ship To:

New Smyrna Beach Police Dept (FL)
246 Industrial Park Ave.
Attn: Quartermaster
New Smyrna Beach FL 32168

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
NEW SMYRNA GLOCI	009969	BC	FACTORY DIRECT	NET 15	0/0/0000	2,947,058

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
70	GLOCK-PA455S302MO	Glock G45 MOS7 9mm ACRO P2 AG BOTF/NT	EA	$928.72	$65,010.40
70	STL-69424*	Streamlight TLR-7A FLEX Rail Mounted Tac Lig	EA	$130.00	$9,100.00
70	SAF-6360RDS-28327-4	Safariland 6360RDS Holster w/Light G19 MOS	EA	$135.00	$9,450.00
70	TRADE-IN:	used Sig 320 pro 9mm w/Romeo / 3mags	EA	($305.00)	($21,350.00)
1	GUN TRADE NOTE 1	Trade assumes box and 3 magazines. *Subtract $5.00 for missing gun box *Subtract $18.00 per missing magazine	Each	$0.00	$0.00
1	GUN TRADE NOTE 2	All guns must be fully functional to receive full trade value.	Each	$0.00	$0.00
1	GUN TRADE NOTE 3	The agency is responsible for packaging and all freight charges on trades to G T Distributors.	Each	$0.00	$0.00
1	GUN TRADE NOTE 4	Trade ins must be received within 60 days after receipt of new guns.	Each	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesman is Brian Canova.
Thank you!

Subtotal	$62,210.40
Misc	$0.00
Tax	$0.00
Freight	$35.00
Total	$62,245.40

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 64-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY2023-2024 BUDGET.

September 10, 2024

Background:

In order to transition from the Sig Sauer to the Glock 45 9mm handguns, the police department will need funds in the amount of $55,006. The total cost of the Glock 45's, including lights and holsters, is $83,006, less the trade in value of $28,000 for the 70 Sig Sauer guns.

The total purchase price of $55,006 would be funded by General Fund Reserves.

Staff is recommending approval of the Budget Amendment and the purchase of the Glock 45 9mm handguns.

Fiscal Analysis:

General Fund Adopted Budget: $50,605,704
General Fund Amended Budget: $53,450,675
ALL Funds Adopted Budget: $111,308,920
ALL Funds Amended Budget: $140,861,194

Strategic Plan Item:

No

Staff Report Created By: Cindy Revelle

Attachments:

RES 64-24 Exhibit A.pdf
Res 64-24 Budget Amendment FY2023-2024.pdf

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET RES 57-23	RES 60-23	RES 65-23	RES 67-23	RES 69-23	RES 03-24	RES 04-24	RES 05-24	RES 09-24	RES 12-24	RES 13-24	RES 14-24	RES 20-24	RES 21-24	RES 23-24	RES 26-24	RES 35-24	RES 36-24	RES 37-24	RES 38-24	RES 40-24	RES 42-24	RES 43-24	RES 44-24	RES 52-24	RES 64-24	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 2,476,474		$ 34,029	$ (250,000)	$ 23,789		$ 140,511		$ 10,000	$ 76,050			$ 30,870	$ 91,570				$ 51,089		$ 30,000	$ 75,583	$ -	$ 55,006	$ 53,450,675
003 - BRANNON CENTER / LIVE OAK	$ 739,394					$ 34,029																			$ 26,120		$ 799,543
004 - GOLF COURSE	$ 2,181,592																										$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 2,388,068									$ 76,050			$ 30,870	$ 34,410										$ 9,848,655
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000																										$ 25,000
104 - AIRPORT / INDUSTRIAL PARK	$ 8,098,372		$ 67,300	$ 1,471,104															$ (150,000)								$ 9,486,776
105 - POLICE IMPACT FEE	$ 425,000			$ 55,157			$ 80,000						$ 38,885														$ 599,042
106 - FIRE IMPACT FEE	$ 300,000			$ 499,895			$ (110,000)																				$ 689,895
107 - RECREATION IMPACT FEE	$ 140,000																										$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000																										$ 650,000
113 - BUILDING & INSPECTIONS	$ 4,837,761			$ 100,001																							$ 4,937,762
115 - PARKING FUND	$ 2,265,407			$ 252,285		$ 83,300	$ 148,000								$ 30,772			$ 6,161		$ 950							$ 2,786,875
125 - COMMUNITY REDEVELOPMENT	$ 3,914,935																										$ 3,914,935
130 - ARPA FUND	$ -										$ 300,000																$ 300,000
204 - DEBT SERVICE FUND	$ 560,872																										$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,643,381												$ 2,000,000														$ 11,643,381
207 - SRF DEBT SERVICE SINKING FUND	$ 53,310																										$ 53,310
208 - DEBT SERVICE 2005 REV REFUND	$ 466,446																										$ 466,446
209 - DEBT SERVICE GO BOND 2005	$ 1,783,885																										$ 1,783,885
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,284																										$ 658,284
211 - CAPITAL NOTE ISLESBORO	$ -																										$ -
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ 90,000			$ 136,286	$ 53,190					$ 288,952																	$ 568,428
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 11,223,905		$ 79,950			$ 7,925	$ 387,368	$ 300,000		$ 2,013,000				$ 57,160		$ 3,500,000			$ 4,250					$ 22,340,738
303 - GOB CAPITAL PROJECTS FUND	$ -			$ 169,314																							$ 169,314
405 - SANITATION	$ 9,825,782																										$ 9,825,782
408 - CITY MARINA	$ 403,661			$ 283,949										$ 13,697													$ 701,307
501 - GARAGE	$ 1,528,697			$ 750,000																							$ 2,278,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ (25,000)**	**$ 67,300**	**$ 19,806,438**	**$ 53,190**	**$ 231,308**	**$ (132,000)**	**$ 23,789**	**$ 7,925**	**$ 816,831**	**$ 600,000**	**$ 10,000**	**$ 4,203,985**	**$ 13,697**	**$ 30,772**	**$ 61,740**	**$ 183,140**	**$ 6,161**	**$ 3,350,000**	**$ 950**	**$ 51,089**	**$ 4,250**	**$ 30,000**	**$ 75,583**	**$ 26,120**	**$ 55,006**	**$ 140,861,194**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 001 GENERAL FUND								
001	00130000	389101		APPROPRIATED FUND	53,395,669	55,006	53,450,675	PURCHASE OF 70 GLOCK 45 9MM HANDGUNS
001					**TOTAL REVENUES**	**55,006**		
001	00152101	552036		CURRENT CHARGES	29,501	55,006	84,507	PURCHASE OF 70 GLOCK 45 9MM HANDGUNS
001					**TOTAL EXPENDITURES**	**55,006**		

RESOLUTION NO. 64-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. Resolution No. 57-23, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2023-2024, and was amended by Resolution Nos. 60-23, 65-23, 67-23, 69-23, 03-24, 04-24, 05-24, 09-24, 12-24, 13-24, 14-24, 20-24, 21-24, 23-24, 25-24, 26-24, 35-24, 36-24, 37-24, 38-24, 40-24, 42-24, 43-24, 44-24 and 52-24 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 52-24 reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

SECTION 3. The Budget Amendment Schedule attached hereto as **Exhibit "A"** identifies the specific accounts being modified as summarized in Section 2, above.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

Dated: September 4, 2024

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET RES 57-23	RES 60-23	RES 65-23	RES 67-23	RES 69-23	RES 03-24	RES 04-24	RES 05-24	RES 09-24	RES 12-24	RES 13-24	RES 14-24	RES 20-24	RES 21-24	RES 23-24	RES 26-24	RES 35-24	RES 36-24	RES 37-24	RES 38-24	RES 40-24	RES 42-24	RES 43-24	RES 44-24	RES 52-24	RES 64-24	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 2,476,474		$ 34,029	$ (250,000)	$ 23,789		$ 140,511		$ 10,000	$ 76,050			$ 30,870	$ 91,570				$ 51,089		$ 30,000	$ 75,583	$ -	$ 55,006	$ 53,450,675
003 - BRANNON CENTER / LIVE OAK	$ 739,394					$ 34,029																			$ 26,120		$ 799,543
004 - GOLF COURSE	$ 2,181,592																										$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 2,388,068									$ 76,050			$ 30,870	$ 34,410										$ 9,848,655
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105 - POLICE IMPACT FEE	$ 425,000			$ 55,157			$ 80,000						$ 38,885														$ 599,042
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115 - PARKING FUND	$ 2,265,407			$ 252,285		$ 83,300	$ 148,000								$ 30,772			$ 6,161		$ 950							$ 2,786,875
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302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 11,223,905		$ 79,950			$ 7,925	$ 387,368	$ 300,000		$ 2,013,000				$ 57,160		$ 3,500,000			$ 4,250					$ 22,340,738
303 - GOB CAPITAL PROJECTS FUND	$ -			$ 169,314																							$ 169,314
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408 - CITY MARINA	$ 403,661			$ 283,949										$ 13,697													$ 701,307
501 - GARAGE	$ 1,528,697			$ 750,000																							$ 2,278,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ -**	**$ (25,000)**	**$ 19,806,438**	**$ 53,190**	**$ 231,308**	**$ (132,000)**	**$ 23,789**	**$ 7,925**	**$ 816,831**	**$ 600,000**	**$ 10,000**	**$ 4,203,985**	**$ 13,697**	**$ 30,772**	**$ 61,740**	**$ 183,140**	**$ 6,161**	**$ 3,350,000**	**$ 950**	**$ 51,089**	**$ 4,250**	**$ 30,000**	**$ 75,583**	**$ 26,120**	**$ 55,006**	**$ 140,861,194**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
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001					**TOTAL REVENUES**	**55,006**		
001	00152101	552036		CURRENT CHARGES	29,501	55,006	84,507	PURCHASE OF 70 GLOCK 45 9MM HANDGUNS
001					**TOTAL EXPENDITURES**	**55,006**		

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CONSIDER THE APPROVAL TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMERCIAL CONTRACT BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE KARTER PRESLEY LYNAUGH TRUST FOR PROPERTY LOCATED AT 403 MAGNOLIA STREET, NEW SMYRNA BEACH FLORIDA.

September 10, 2024

Background:

The City received a reimbursement grant from the State of Florida in the amount of $600,00.00 in 2022 for the rehabilitation of the Women's Club Facility. After proceeding with the design and early renovation efforts, it became apparent that the cost of a total rehabilitation was beyond the City's means to complete. Eventually, the City chose to cancel the contract and proceed with the RFP process to sell the property for the purpose of historic rehabilitation. The City received 2 proposals from the RFP process. The first was for an $85,000 purchase price and demolition of the structure. The second proposal from the Karter Presley Lynaugh (KPL)Trust for a purchase price of $225,000.00 and agreeing to the Historic Rehabilitation condition. The Commission accepted the KPL proposal and Staff has negotiated the attached contract. Subsequently, after discussing the circumstances with the State they agreed to allow the City to recoup a portion of our expenses of the grant in the amount of $391,460.15. The proviso being that the City execute and record the attached Restrictive Covenants mandating it maintain a historic appearance that may be approved by the State. The terms of the document will be in force for a 5-year period and apply to any subsequent owners.

Findings:

The original Staff recommendation of the RFP was denial due to the offer price ($225,000.00) being below the minimum bid of $450,000.00. However, due to the addition of the $391,460.15 grant reimbursement from the State made available due to the sale of the building and execution of the Restrictive Covenants document, Staff is now recommending approval of this Agreement.

Fiscal Analysis:

The City will realize a purchase price of $225,000.00.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

WC CONTRACT FINAL W EX-09032024141539.pdf

Commercial Contract

1. **PARTIES AND PROPERTY:** *Karter Presley Lynaugh Trust* **("Buyer")** agrees to buy and *City of New Smyrna Beach* **("Seller")** agrees to sell the property at:

Street Address: *403 Magnolia Street, New Smyrna Beach, Florida 32168*

Legal Description: *LOT 61 & N 1/2 OF LOT 62 BLK 4 ANDREWS NEW SMYRNA PER OR 3491 PG 1058*

PARCEL ID: 744138040610

and the following Personal Property: *N/A*

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ *225,000.00*

(a) Deposit held in escrow by: *Professional Title Agency* $ *22,500.00*
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: *313 Julia Street, New Smyrna Beach, Florida 321* Phone: *386-424-9994*

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ _____

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) _____ $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ *202,500.00*

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *September 17, 2024*, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed ~~and delivered this offer or the final counter offer or~~ *this Commercial Contract*.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on *or before November 1, 2024* (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in ***Volusia*** County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~**5. THIRD PARTY FINANCING:**~~

~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third-party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows: _____. **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) ***Restrictive Covenants, attached as exhibit "A."*** _____; provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as ***a Women's Club, consistent with the HBOD zoning overlay and all other zoning regulations.***.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within ***45*** days after Effective Date or at least ***5*** days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If ~~**Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.~~ ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within ***15*** days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within ***15*** days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

any designs or blue prints associated with the Women's Club Restoration project,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. ~~**In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank).**~~ By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☒ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ***15*** days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

~~**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.~~

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (*JH*) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer.** Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer.**

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: *N/A* _____,
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

(b) Buyer's Broker: *N/A* _____,
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

Buyer (JH) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

15. ATTORNEY'S FEES AND COST: In any claim or controversy arising out of or relating to this Contract, each party shall bear its own attorneys' fees, costs and expenses.

23. A. The terms of this contract shall survive the closing of the real estate transaction and all references to Buyer herein shall include its successors or assigns. Additionally, this Commercial Contract shall be recorded in the Public Record of Volusia County by the Seller.

B. This Contract is the result of RFP 06-24-CRA. RFP 06-24-CRA, including Terms and Conditions, and Buyer's response are incorporated herein in recognition of the Buyer and Seller's commitment to maintain the historic nature and use of the Women's Club. Buyer agrees to use the property in accordance with the Buyer's response to the RFP, and consistent with all applicable City Land Development Regulations.

C. Buyer agrees to honor the Restrictive Convents, attached as exhibit "A," and Buyer agrees to add and maintain Seller as a beneficiary on Buyer's property insurance policy to protect the city from any force majeure and to cover the City's obligations to the State per the Restrictive Covenants.

E. This Commercial Contract shall not take effect unless approved by the City Commission and signed by the City Manager.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Karter Presley Lynaugh Trust

X _____ Date: Sept 3 24
(Signature of Buyer

X Carl C. Hodges _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

X Title: _____ Telephone: 321-303-6185

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

X Buyer's Address for purpose of notice 620 S. Riverside Dr. NSB

Facsimile: _____ Email: _____

City of New Smyrna Beach

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (CH) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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EXHIBIT "A"

RESTRICTIVE COVENANTS
Project Name: City of New Smyrna Beach Woman's Club Stabilization and Restoration
Grant Number: #22.h.sc.900.011

THESE COVENANTS are entered into this ___ day of _____, 20__, by City of New Smyrna Beach, Florida, hereinafter referred to as the Owner, and shall be effective for a period of five (5) years from the date of recordation in **the Office of the Clerk of the Circuit Court of Volusia County, Florida**.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 430 Magnolia Street (**Project Address**), **City of New Smyrna Beach, Volusia County**, Florida, as described in Exhibit A, attached to and made a part hereof, and

WHEREAS, the City of New Smyrna Beach, Florida, is to receive grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of $600,000.00, to be used for the purposes set forth in the grant agreement by the Owner of the property as described in Exhibit A; and

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **City of New Smyrna Beach, Florida** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **City of New Smyrna Beach, Florida** and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **City of New Smyrna Beach, Florida** grants to the Department a security interest in the Property in the amount of $391,460.15, for a period of five (5) years from the date of recordation of these Restrictive covenants.
2. The **City of New Smyrna Beach, Florida** agrees not to sell, transfer, mortgage, or assign its interest in the real property unless the Department of State approves the sale, transfer, mortgage, or assignment. The Department may require the entity acquiring an interest in the real property to assume the obligations of this Restrictive Covenant as a condition of approval.
3. The **City of New Smyrna Beach, Florida** agrees to use the real property subject to the terms of this Restrictive Covenant for the purposes set forth in the legislative appropriation awarding the grant funds to the Owner and in accordance with the grant agreement entered into by the Owner and the Department of State in furtherance of said legislative appropriation.
4. The **City of New Smyrna Beach, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner agrees to record these covenants with **Office of the Clerk of the Circuit Court of Volusia County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
6. The **City of New Smyrna Beach, Florida** agrees that these restrictions shall encumber the property for a period of **five (5)** years from the date of recordation, and that if a restriction is violated within the **5 year** period, the Department shall be entitled to liquidated damages in the amount of $391,460.15.

7. If the **City of New Smyrna Beach, Florida** violates any part of these Restrictive Covenants, then the **City of New Smyrna Beach, Florida** will be in default and the Department shall have the right to exercise the following rights:
    a. The Department shall have the right to declare the liquidated damages described in paragraph 6, plus interest at the statutory rate from the time of the **City of New Smyrna Beach, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **City of New Smyrna Beach, Florida**, which notice or demand are hereby expressly waived by the **City of New Smyrna Beach, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
    b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 7a. through foreclosure proceedings or any other manner allowed by law;
    c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
    d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **City of New Smyrna Beach, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **City of New Smyrna Beach, Florida** shall remain liable for any obligations remaining unpaid.
8. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **City of New Smyrna Beach, Florida** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
9. The **City of New Smyrna Beach, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **City of New Smyrna Beach, Florida** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature	OWNER Signature
Witness Name Typed/Printed	Owner Name and Title Typed/Printed
Witness Address	Owner Address
City State Zip	City State Zip

Witness Signature

Witness Name Typed/Printed

Witness Address

City State Zip

The State of Florida
County of_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____,
by_____ as _____
(Name) **(Type of Authority, e.g., Officer)**
for _____.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced_____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

[Insert this page when Grant Recipient is not the owner]

WITNESSES:

_____	_____
Witness Signature	GRANT RECIPIENT Signature
_____	_____
Witness Name Typed/Printed	Grant Recipient Name and Title Typed/Printed
_____	_____
Witness Address	Grant Recipient Address
_____	_____
City State Zip	City State Zip
_____	
Witness Signature	
_____	
Witness Name Typed/Printed	
_____	
Witness Address	
_____	
City State Zip	

The State of Florida
County of_____

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by_____ as _____
(Name) **(Type of Authority, e.g., Officer)**

for _____.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CONSIDER THE APPROVAL TO AUTHORIZE THE CITY MANAGER TO EXECUTE RESTRICTIVE COVENANTS FOR PROPERTY LOCATED AT 403 MAGNOLIA STREET, NEW SMYRNA BEACH, FLORIDA.

September 10, 2024

Background:

The City received a reimbursement grant from the State of Florida in the amount of $600,00.00 in 2022 for the rehabilitation of the Women's Club Facility. After proceeding with the design and early renovation efforts, it became apparent that the cost of a total rehabilitation was beyond the City's means to complete. Eventually, the City chose to cancel the contract and proceed with the RFP process to sell the property for the purpose of historic rehabilitation.

After discussing the circumstances with the State, they agreed to allow the City to recoup a portion of our expenses of the grant in the amount of $391,460.15. The proviso being that the City execute and record the attached Restrictive Covenants mandating it maintain a historic appearance that may be approved by the State. The terms of the document will be in force for a 5-year period and apply to any subsequent owners.

Findings:

Staff recommends authorizing the execution of this document.

Fiscal Analysis:

The City will realize a reimbursement of $391,460.15.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Restrictive Covenants (GAA) Final.docx
Woman's Club Legal Description.docx

RESTRICTIVE COVENANTS
Project Name: City of New Smyrna Beach Woman's Club Stabilization and Restoration
Grant Number: #22.h.sc.900.011

THESE COVENANTS are entered into this ___ day of _____, 20__, by City of New Smyrna Beach, Florida, hereinafter referred to as the Owner, and shall be effective for a period of five (5) years from the date of recordation in **the Office of the Clerk of the Circuit Court of Volusia County, Florida**.

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WHEREAS, the City of New Smyrna Beach, Florida, is to receive grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of $600,000.00, to be used for the purposes set forth in the grant agreement by the Owner of the property as described in Exhibit A; and

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **City of New Smyrna Beach, Florida** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **City of New Smyrna Beach, Florida** and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

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3. The **City of New Smyrna Beach, Florida** agrees to use the real property subject to the terms of this Restrictive Covenant for the purposes set forth in the legislative appropriation awarding the grant funds to the Owner and in accordance with the grant agreement entered into by the Owner and the Department of State in furtherance of said legislative appropriation.
4. The **City of New Smyrna Beach, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner agrees to record these covenants with O**ffice of the Clerk of the Circuit Court of Volusia County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
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a. The Department shall have the right to declare the liquidated damages described in paragraph 6, plus interest at the statutory rate from the time of the **City of New Smyrna Beach, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **City of New Smyrna Beach, Florida**, which notice or demand are hereby expressly waived by the **City of New Smyrna Beach, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 7a. through foreclosure proceedings or any other manner allowed by law;

c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;

d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **City of New Smyrna Beach, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **City of New Smyrna Beach, Florida** shall remain liable for any obligations remaining unpaid.

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9. The **City of New Smyrna Beach, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **City of New Smyrna Beach, Florida** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

_____	_____
Witness Signature	OWNER Signature
_____	_____
Witness Name Typed/Printed	Owner Name and Title Typed/Printed
_____	_____
Witness Address	Owner Address
_____	_____
City State Zip	City State Zip

_____
Witness Signature

_____
Witness Name Typed/Printed

_____
Witness Address

_____
City State Zip

The State of Florida
County of_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____,
by_____ as _____
(Name) **(Type of Authority, e.g., Officer)**

for _____.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

[Insert this page when Grant Recipient is not the owner]

WITNESSES:

_____	_____
Witness Signature	GRANT RECIPIENT Signature
_____	_____
Witness Name Typed/Printed	Grant Recipient Name and Title Typed/Printed
_____	_____
Witness Address	Grant Recipient Address
_____	_____
City State Zip	City State Zip

_____
Witness Signature

_____
Witness Name Typed/Printed

_____
Witness Address

_____
City State Zip

The State of Florida
County of_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____,
by_____ as _____
(Name) **(Type of Authority, e.g., Officer)**
for _____.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

EXHIBIT “A”

LOT 61 & N ½ OF LOT 62 BLK 4 ANDREWS NEW SMYRNA BEACH PER OR 3491 PG 1058

PARCEL ID :744138040610

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PAVILION RENTALS & INDOOR ADULT ATHLETICS FEES

September 10, 2024

Background:

Pavilions

The city of New Smyrna Beach currently has a large inventory of pavilions. Pavilions are utilized by the public on a first come, first served basis. These pavilions require routine care from the city's Maintenance Operations Department. Over the past year, the Leisure Services Department has received multiple requests to reserve pavilions at various parks throughout the city. Currently, there is no reservation system or fee structure in place to reserve/rent any park pavilions in the city besides Pettis Park, Riverside Park (partially), and Old Fort Park. The current approved fee structure to rent these parks is part of Ordinance 13-17 for Special Events. A more specific fee schedule would be beneficial to the department(s) and allow citizens the opportunity to rent city pavilions while also generating revenue for the city. The presentation includes examples of models how other local municipalities rent pavilions and the pricing structures associated with doing so.

Indoor Adult Athletics

Currently, the Leisure Services Department host indoor adult athletics at Babe James Community Center and City Gym. These activities consist of pickleball, volleyball, and basketball. Babe James hosts open adult pickleball Mondays, Wednesdays, Fridays and Saturdays and Open basketball and volleyball on Sundays. City Gym hosts open pickleball Monday thru Friday during the day and Tuesdays in the evening. City Gym has previously hosted basketball as well.

The Leisure Services Department is seeking approval to begin offering adult activities pass that would consist of a daily, monthly, and annual option for adults to participate in pickleball, basketball, volleyball, and ping pong. The pass would be required for patrons to participate in these activities. The department would also begin to offer extended hours at City Gym Monday through Thursday and have regularly scheduled programming ongoing until 8 pm each of these days. Extended hours at City Gym has been requested multiple times from guests for the gym however staffing these hours has been challenging. Promoting the activities pass will likely create additional attendance and participation in programs rather than the department's previous more passive, free programming approach. Revenue generated from these pass sales can potentially be

used to offset expenses for equipment upgrades, operating expenses, staffing, etc. associated with these programs. Staff has surveyed other local municipalities and reviewed how similar pass systems are implemented.

Findings:

Staff recommends approval of six-month trial to authorize implementation for pavilion rentals and associated fees for Rocco Park and Riverside Park and approval to authorize implementation of the NSB Adult Indoor Activities Pass System and associated fees.

Fiscal Analysis:

FY 25 Projected Revenue

Six Month Pavilion Rental/Promo trial - between $2,000 to $3,000 (20 to 30 rentals), if program is successful additional revenue would be able to be generated at other parks.

Six Month NSB Adult Indoor Activities Pass - anticipate high volume of registration and potentially between $15,000 to $25,000 of revenue based of previous fiscal year's attendance numbers for same activities.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Pavilions & Daily Indoor Adult Athletics 2.0.pptx
Final Ordinance - Special Events Fees.pdf

Pavilions & Daily Indoor Adult Athletics

Leisure Services Revenue Generation

Fiscal Year 2024-25

Pavilions

Currently…

- City has a large inventory of pavilions.
- Pavilions are utilized on a first come, first served basis.
- Pavilions require routine care from Maintenance Operation Dept.
- Leisure Services has received multiple requests to reserve pavilions over the past year.
- No reservation system is currently in place.

Proposing…

- Beginning Oct. 1, 2024…
- Leisure Services Department to offer pavilion reservations through RecTrac/WebTrac.
- Reservations can be made online or in person.
- Leisure Services facilitates the reservation process, then communicates and coordinates with Maintenance Ops. to have reserved pavilion cleaned, prepped, reservation signage posted, etc.

Workflow

- Customer completes reservation process online or in person/over the phone.
  - If online, Leisure Services staff will receive and email notifying department that reservation has been completed and paid.
- Leisure Services forwards reservation to Maintenance Ops. to put on calendar. Leisure Services includes signage to post at pavilion for day of rental indicating pavilion is reserved.
- Maintains Ops. empties trash, blows off grounds, posts sign for reservation, etc. at pavilion morning of reservation.
- Following day, Maintenance Ops. staff checks pavilion for issues.
- Maintenance Ops. Notifies Leisure Services of findings, Leisure Services refunds damage deposit as necessary.

Pavilion Inventory

Large Pavilions

- Rocco Park
- Riverside Park
- Holland Park
- Indian River Lagoon Preserve Park



Rocco Park

Pavilion Inventory

Medium Pavilions

- Detwiler Park
- Buena Vista Park (3)
- Riverside Park Gazebo



Buena Vista Park

Pavilion Inventory

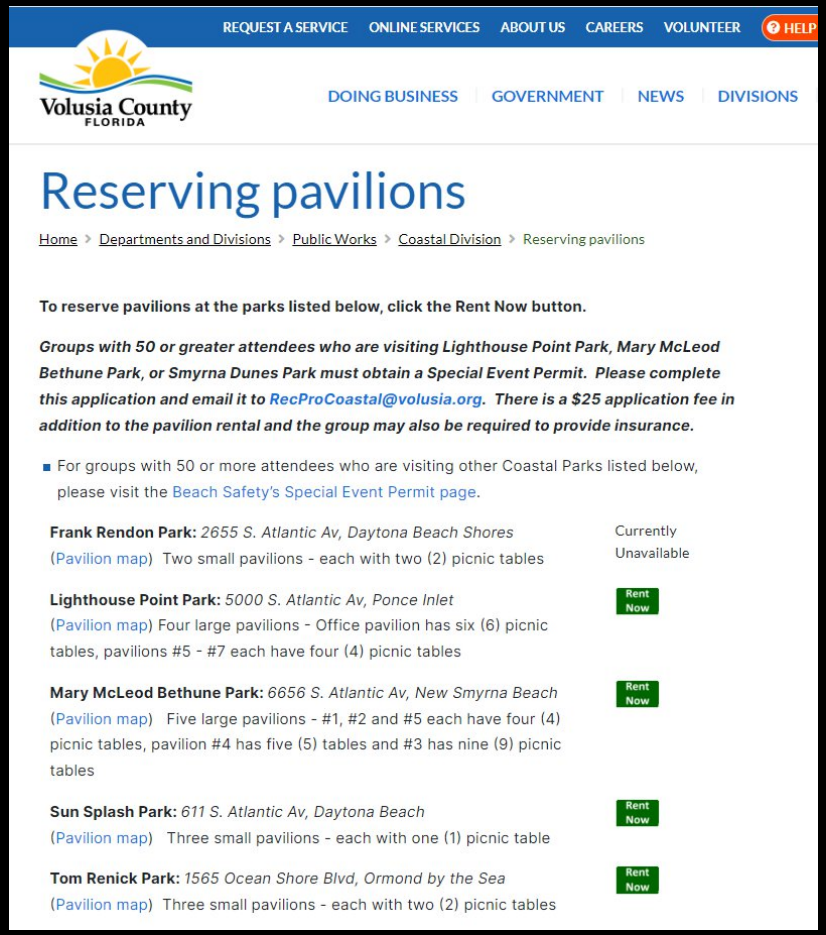
Small Pavilions

- Esther St. Park (7)
- Marianne Clancy Park (4)
- Flagler/Pine Small Pavilion



Marianne Clancy Park

Examples of Success?



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Volusia County FLORIDA

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Reserving pavilions

Home > Departments and Divisions > Public Works > Coastal Division > Reserving pavilions

To reserve pavilions at the parks listed below, click the Rent Now button.

Groups with 50 or greater attendees who are visiting Lighthouse Point Park, Mary McLeod Bethune Park, or Smyrna Dunes Park must obtain a Special Event Permit. Please complete this application and email it to RecProCoastal@volusia.org. There is a $25 application fee in addition to the pavilion rental and the group may also be required to provide insurance.

- For groups with 50 or more attendees who are visiting other Coastal Parks listed below, please visit the Beach Safety's Special Event Permit page.

Frank Rendon Park: *2655 S. Atlantic Av, Daytona Beach Shores* (Pavilion map) Two small pavilions - each with two (2) picnic tables — Currently Unavailable

Lighthouse Point Park: *5000 S. Atlantic Av, Ponce Inlet* (Pavilion map) Four large pavilions - Office pavilion has six (6) picnic tables, pavilions #5 - #7 each have four (4) picnic tables — Rent Now

Mary McLeod Bethune Park: *6656 S. Atlantic Av, New Smyrna Beach* (Pavilion map) Five large pavilions - #1, #2 and #5 each have four (4) picnic tables, pavilion #4 has five (5) tables and #3 has nine (9) picnic tables — Rent Now

Sun Splash Park: *611 S. Atlantic Av, Daytona Beach* (Pavilion map) Three small pavilions - each with one (1) picnic table — Rent Now

Tom Renick Park: *1565 Ocean Shore Blvd, Ormond by the Sea* (Pavilion map) Three small pavilions - each with two (2) picnic tables — Rent Now

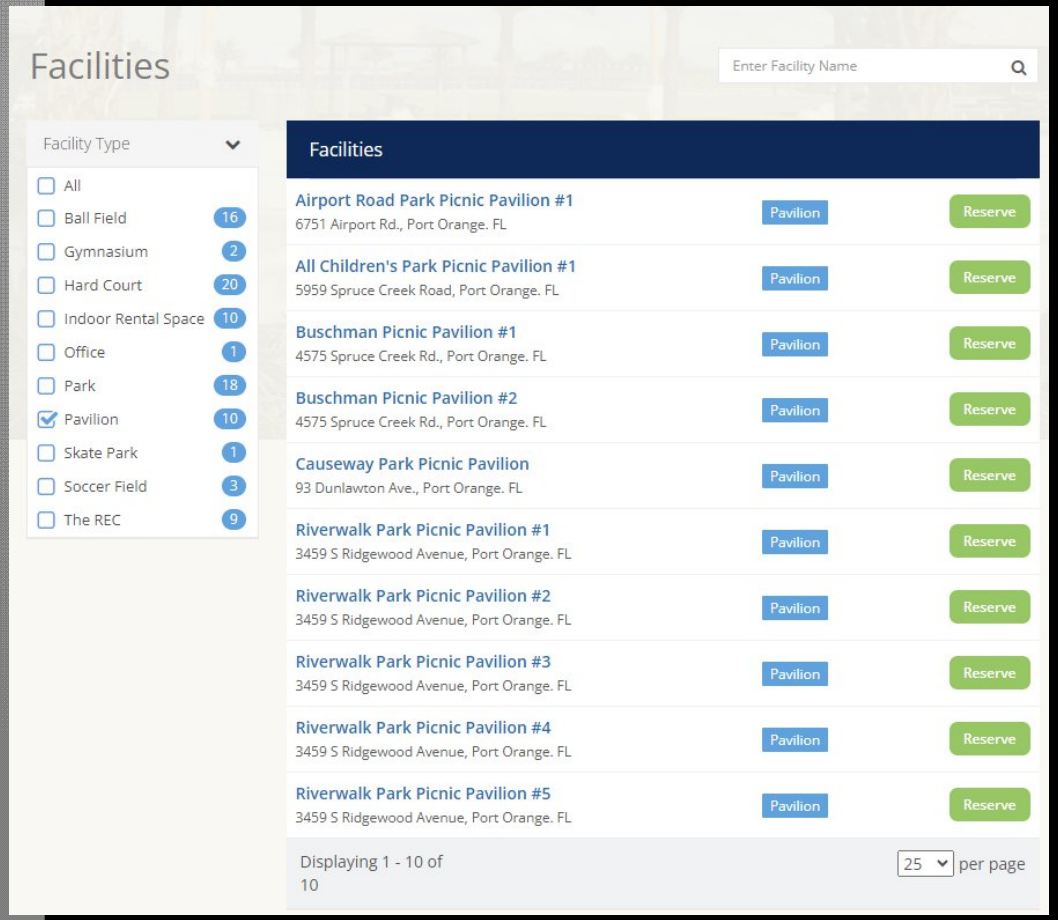
Volusia County residents	Non-county residents
Large Pavilion Full day - $70	Large Pavilion Full day - $75
Large Pavilion Half day* - $40	Large Pavilion Half day* - $45
Small Pavilion Full Day - $40	Small Pavilion Full Day - $45
Small Pavilion Half Day* - $25	Small Pavilion Half Day* - $30

Fees listed above do not include sales tax.

*Half-day rentals are from sunrise to noon -or- noon to sunset.

https://www.volusia.org/services/public-works/coastal-division/reserving-pavilions.stml#

Examples of Success?



https://popr.recdesk.com/Community/Facility?type=5

Examples of Success?

Pavilion and gazebo reservations are available at: Menard May Park, Rotary Park, Kennedy Park and Highland Park as listed below.

While reservations are not available for **Whistle Stop Park**, the pavilion and facilities may be used for gatherings, first come, first serve and pop-up tents are permitted in the large open green space/dry retention area in the center of the park.

Menard May Park - 413 S. Riverside Drive
Large Pavilion & Grill - $60.00 / 4 hours





https://www.cityofedgewater.org/parksrec/page/park-pavilion-gazebo-reservations

Local Municipalities Comps.

City/Pavilion/ Rates	Large Pavilion		Medium Pavilion		Small Pavilion	
Edgewater	4 Hours - $60		N/A		4 Hours - $40	
Port Orange	3 Hours - $75		N/A		3 Hours - $50	
Daytona Beach	Ranges from $50 to $150 depending on attendance and pavilion.					
Ormond Beach	Ranges from $129 to $163 depending on location and residency. Rented in 4 hours blocks.					
Volusia County	Full Day $70	Half Day $40	N/A	N/A	Full Day $40	Half Day $25

Pricing Recommendations

Pavilion Size/Rate	Non-Resident	Volusia County Resident	City of NSB Resident
Large	$150/day	$125/day	$100/day
Medium	$75/day	$60/day	$50/day
Small	$40/day	$30/day	$20/day

County resident rate offered because some facilities are funded through ECHO grants.

Proposing…

- Six-month pilot project to introduce pavilion rentals for Rocco and Riverside Park pavilions in partnership with Maintenance Operations to begin Oct. 1, 2024.
- Post signage at locations with rental information to promote availability.
- If successful, would incorporate more pavilions to be available for rental later in FY 25.

Daily Indoor Adult Athletics

Currently…

- Indoor adult athletics very popular at Babe James Community Center and City Gym
- Babe James schedule
  - Open Pickleball – Monday, Wednesday, Fridays, & Saturdays
  - Open Basketball – Sundays, 7 AM to 11 AM
  - Open Volleyball – Sundays, 11 AM to 2 PM
- City Gym schedule
  - Open Pickleball - Monday thru Thursday, 9 AM to 2 PM, Friday 11 AM to 2 PM & Tuesdays, 6 PM to 8 PM

Examples of Success?

Play Type/Resident?	Youth	Senior/Students	Adult
Daily Pass	$2	$4	$6
Monthly Membership	$10	$15	$20
Annual Membership	$55	$65	$75
New Card Fee	$2	$2	$2

Examples of Success?

Play Type/Resident?	Non-resident	Resident
Daily	$4	No Fee
Annual Membership (Over 50)	$10	No Fee
Annual Membership (Under 50)	$55	No Fee
Family	$173	No Fee

Examples of Success?

Parks & Recreation
BREVARD COUNTY

Play Type/Resident?	ALL
Daily	$2
Pass (12 visits)	$20

NEW SMYRNA BEACH

Indoor Adult Athletics Attendance

Location	Activity	Attendance
Babe James	Pickleball	2,697
Babe James	Basketball	698
Babe James	Volleyball (Sunday)	532
City Gym	Pickleball	7,241
City Gym	Basketball	213

Attendance numbers from FY 23

Indoor Adult Athletics Revenue

Location	Activity	Attendance	$2 Daily Fee	$2 Revenue	$3 Daily Fee	$3 Revenue
Babe James	Pickleball	2,697	$2	$5,394	$3	$8,091
Babe James	Basketball	698	$2	$1,378	$3	$2,094
Babe James	Volleyball (Sunday)	532	$2	$1,064	$3	$1,596
City Gym	Pickleball	7,241	$2	$14,482	$3	$21,723
City Gym	Basketball	213	$2	$426	$3	$639
TOTAL		11,381		$22,762		$34,143

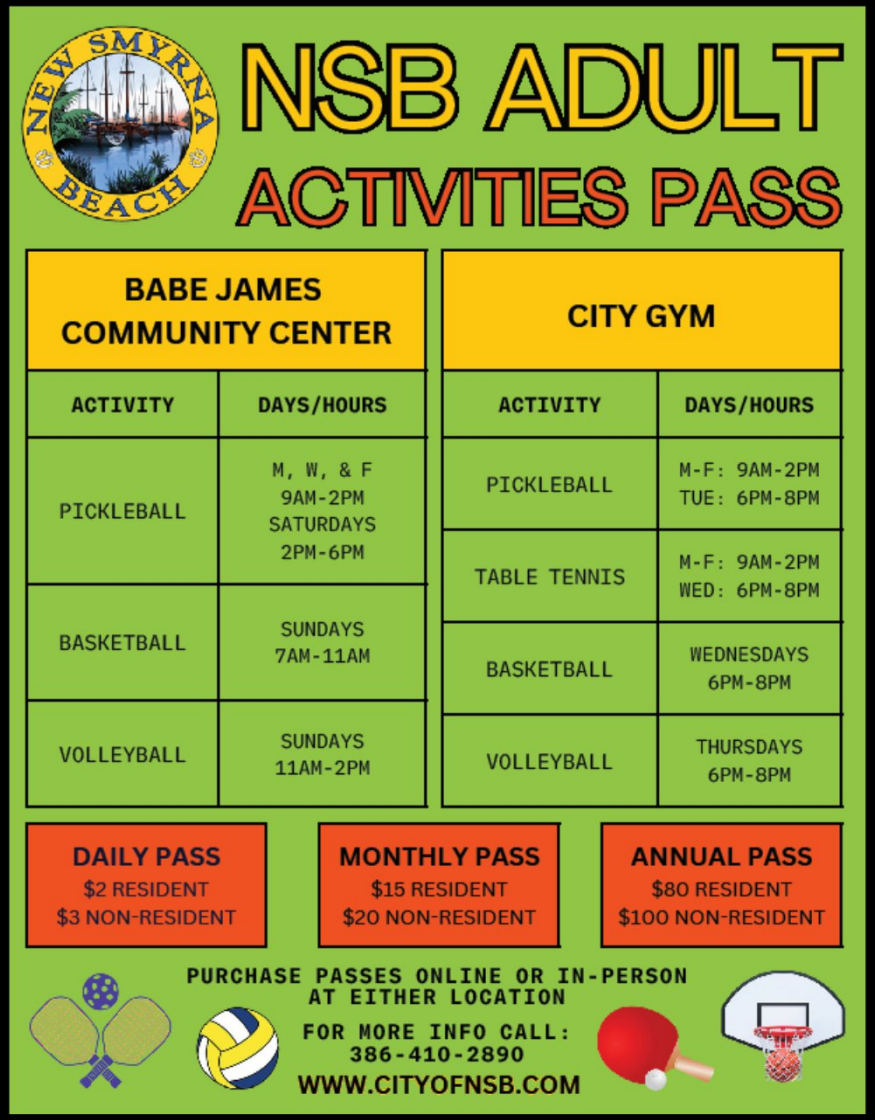
Attendance numbers from FY 23

Proposing…

Play Type/Resident?	Non-Resident	Resident
Daily Pass	$3	$2
Monthly Membership	$20	$15
Annual Membership	$80	$100
New Card Fee	$2	$2

Project to generate between $15,000 to $25,000 in adult athletics passes in FY 25

Proposing…


NSB ADULT
ACTIVITIES PASS
BABE JAMES COMMUNITY CENTER
ACTIVITY
DAYS/HOURS
PICKLEBALL
M, W, & F 9AM-2PM SATURDAYS 2PM-6PM
BASKETBALL
SUNDAYS 7AM-11AM
VOLLEYBALL
SUNDAYS 11AM-2PM
CITY GYM
ACTIVITY
DAYS/HOURS
PICKLEBALL
M-F: 9AM-2PM TUE: 6PM-8PM
TABLE TENNIS
M-F: 9AM-2PM WED: 6PM-8PM
BASKETBALL
WEDNESDAYS 6PM-8PM
VOLLEYBALL
THURSDAYS 6PM-8PM
DAILY PASS
$2 RESIDENT
$3 NON-RESIDENT
MONTHLY PASS
$15 RESIDENT
$20 NON-RESIDENT
ANNUAL PASS
$80 RESIDENT
$100 NON-RESIDENT
PURCHASE PASSES ONLINE OR IN-PERSON AT EITHER LOCATION
FOR MORE INFO CALL:
386-410-2890
WWW.CITYOFNSB.COM

Questions?

THE CITY OF NEW SMYRNA BEACH – RECREATIONS
ORDINANCE NO. 13-17: CONDUCT THE FIRST READING OF ORDINANCE NO. 13-17, SPECIAL EVENTS.
FEBRUARY 28, 2017

Background

The City staff has reviewed City Code Chapter 70 - Streets and Sidewalks and other Public Places Article VI and added the approval and review procedures that are being currently followed for special events in the City.

The City only charges at the current time, a permitting fee collected by the Building Dept for minor and major events, which ranges from $163.42 to $272.37. Public Safety fees for Police are charged directly by PD, based on overtime utilized, as will the Fire Dept in the future. Currently there is no charge for organizations to use the City's garbage cans, traffic cones, barricades, picnic tables, bleachers, stage, fencing, banner installation and staff requests consideration of charging a small fee in order to be able to replace these items as needed. .

Attached is the proposed Rental Rates for Special Events fees structure that gives the replacement cost and the suggested rental fees. This does not include a charge for staff delivery and pick up of these items. A conservative figure of staff time the City is donating to organization's various special events are 1,298 hours at a cost of $19,730 that we are not including in the fees. Labor rates are based on average of $15.20 for straight time including wages & benefits.

The below Special Events fees structure is being proposed:

Use of City Parks:

- Riverside Park - $500 for entire park/$250 for partial area of the park
- Pettis Park - $150
- Old Fort Park - $150

Minor Event w/o Road Closure - $100

Major Event w/Road Closure (includes cones, barricades & signs) - $500

City Equipment Rental:

Equipment/Item	Rental Fee	Comments	Replacement Cost/Each
Garbage cans, standard (no liners)	$25 for 8		$30
Traffic cones 36"	Included with major event		$25

Barricades - Standard A Frame	Included with major event		$65
Barricades - 8' Sawhorses	Included with major event		$130
Lights for Barricades	Included with major event		$36
Picnic tables, folding 6'	$11.50 each	Includes delivery, set-up, & removal - 3 people.	$50
Bleachers, 15', 3-tier, metal	$50 each	Includes delivery, set-up, & removal - 2 people.	$2,000
Stage, metal with stairs	$200	Includes delivery, set-up, & removal - 4 people.	$4,800
Stage, wooden with stairs	$200	Includes delivery, set-up, & removal - 4 people.	$700
Orange "snow" fencing w/posts	$200	Includes delivery, set-up, & removal - 2 people.	$200
Banners	$25 each/max of 2 banners per event	Includes delivery, set-up, & removal - 1 person.	$25

Banners will only be installed for special events that have been approved by the special event committee.

Commercial garbage collection not included in above rates, pricing dependent on size of dumpster(s) requested and number of pick-ups for a single day or multi-day event.

The document also gives the replacement cost and the suggested rental fees for the City equipment. This does not include a charge for staff delivery and pick up of these items. A conservative figure of staff time the City is donating to organizations various special events are 1,173 hours at a cost of $19,721 that is not included in the fees. We also install over 100 banners annually at no cost.

Informational meetings have been scheduled with the various groups that have special events in the City. We also realize that some flexibility will be required for non-profit community events like the Heritage Festival, as opposed to for-profit events hosted by professional firms. We also get groups setting up in City parks that have no City approvals that cause congestion, etc. That the City is not prepared for, as other events have been formally approved for the same time frame, in the same area.

This is an area that must be addressed for the continued budget impact on the City.

Recommendation

Staff recommends the City Commission conduct the first reading of Ordinance No. 13-17.

ORDINANCE NO. 13-17

AN ORDINANCE AMENDING CHAPTER 70 OF THE CITY CODE (STREETS AND SIDEWALKS AND OTHER PUBLIC PLACES), BY ADDING ARTICLE VI, *SPECIAL EVENTS*; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the impact that special events have on the availability of City services; and

WHEREAS, certain special events have an impact of the welfare of the citizens of the City of New Smyrna Beach; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend Chapter 70 of the City Code by modifying Article VI, Special Events, as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 70, Streets and Sidewalks and Other Public Places, is hereby amended by modifying Article VI, Special Events, as follows:

See Exhibit A, attached hereto and by reference made a part hereof.

SECTION2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That a public hearing considering

the adoption of this ordinance held February 14, 2017, in the City Commission Chambers, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 2/14/17

Special Events, Article VI
Chapter 70, - Code Amendment
First Reading February 28, 2017
Public Hearing March 14, 2017

Proposed Rental Rates for Special Events

Use of City Parks:

- Riverside Park - $500 for entire park/$250 for partial area of the park
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- Old Fort Park - $150

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Lights for Barricades	Included with major event		36.00
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Bleachers, 15', 3-tier, metal	$50.00 each	Includes delivery, set-up, & removal – 2 people.	2,000.00
Stage, metal with stairs	$200.00	Includes delivery, set-up, & removal – 4 people.	4,800.00
Stage, wooden with stairs	$200.00	Includes delivery, set-up, & removal – 4 people.	700.00
Orange "snow" fencing w/posts	$200.00	Includes delivery, set-up, & removal – 2 people.	200.00
Banners	$25.00 each/max of 2 banners per event	Includes delivery, set-up, & removal – 1 person.	25.00

Banners will only be installed for special events that have been approved by the special event committee.

Commercial garbage collection not included in above rates, pricing dependent on size of dumpster(s) requested and number of pick-ups for a single day or multi-day event.

Chapter 70 – Streets and Sidewalks and other Public Places

Article VI. Special Events.

Section 70-163. Title; authority.

This section shall be known and may be cited as the "City of New Smyrna Beach Special Events Permit Ordinance"

Section 70-164. Purpose.

The City Commission recognizes the impact that Special Events have on the availability of City services, and the City Commission further recognizes the impactful nature of certain Special Events on the welfare of the citizens of New Smyrna Beach, Florida, and therefore adopts this procedure to regulate activities of this nature.

This chapter is applicable in all zoning districts in the City of New Smyrna Beach for all special events as defined in Section 70-165. The intent and purpose is to provide for the temporary use of land for Special Events in all zone districts, to provide for the orderly control of Special Events by establishing appropriate permit requirements and regulations, to ensure the promoter or sponsor of a Special Event is aware of any special circumstances that may have an impact on the success of their event and to minimize any significant effects of a Special Event on adjacent and nearby property owners, residents and businesses or which would impact the prevailing site conditions, traffic and circulation patterns, land use characteristics or the nature of the proposed use.

Section 70-165. Definitions.

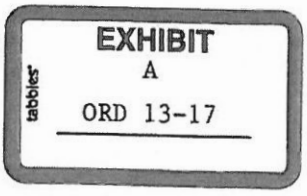
The following words, terms, and phrases when used in this chapter shall have the meanings respectively ascribed to them in this section, except where the context clearly requires otherwise:

City; shall mean the City of New Smyrna Beach, Florida

Fireworks; means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, bombs, and other combustibles and explosives of like construction, as well as articles containing any explosives or flammable compound and tablets and other devices containing an explosive substance, and any item defined in s.791.01(4)FS.

Parade; shall mean any march, ceremony, demonstration, exhibition or procession upon any public street or right-of way of the City.

Special Event; is defined as an activity or series of activities, specific to an identifiable time and space, most often produced in conjunction with community organizations, held on public or



private property, and generally occurring once a year. A special event includes but is not limited to:

• Any activity involving entertainment and/or amplified sound, food, beverage, merchandise sales or any other promoted activity.

• Any activity that requires street closures and/or eliminates parking spaces

• Any activity which involves the use of public facilities

• Any activity which involves the use of any city services that would not be necessary in the absence of such event. Outdoor auto sales will only be allowed on sites with existing auto sales business tax license.

Special Event Permit; the permit required by Section 70-166 of this chapter.

Section 70-166. Permit required; exceptions.

(a) No person shall, engage in, participate in, or start any Special Event unless a Special Event permit shall first have been obtained from the Building Official.

(1) ***Minor Special Event***; shall be a special event that consist of fewer than 500 participants or attendees and has a minor impact on the community and does not require additional city resources.

(2) ***Major Special Event***; shall be a special event that is likely to have a major impact on the community, including but not limited to factors such as traffic, noise or other aspects of public health, safety, and welfare and would require City Commission approval. An event will be considered a major event when one of the following conditions exist;

(a) Road closures; or
(b) Open alcohol containers; or
(c) More than 500 participants or attendee at any given time (500 participants or attendees total over an eight hour period is not a major event); or
(d) More than a four consecutive day event; or
(e) A continuous on-going event (weekly, monthly) during a one year period; or
(g) Planned contingencies that are ~~in violation~~ not permitted by city ordinances; (music in violation of noise ordinance, etc.)

(b) Exception. This section shall not apply to:

(1) Funeral processions
(2) Lawful picketing or protesting. Lawful picketing or protesting shall be conducted off the street or roadway and not in a manner as to obstruct vehicular or pedestrian traffic. Any lawful picketing or protesting which crosses, traverses or is otherwise conducted in or upon any street or roadway shall not be exempted from the permit requirement.

Section 70 -167. Permit Application.

Any person seeking the issuance of a Special Events permit shall file a City application with the Building Official.

(a) Filing period. An application for a permit shall be completed and submitted before and not less than 14 days prior to the first day of the event for minor events and 45 days prior to the first day of the event for major events. However, for just cause, the Building Official with the approval of both the Chief of Police and Fire Chief, may waive the minimum forty-five-day filing period and accept an application filed within a shorter period if, after consideration of the date, time, place and nature of the Special Event, the number of participants and the necessity for City services which will be required in connection with the Special Event, the Building Official reasonably deems it appropriate to waive the filing period. In doing so, the Chief of Police and Fire Chief shall determine that such waiver will not present a hazard to the public's safety by reducing the amount of time available to process the application.

(b) Contents. The application for a permit shall set forth the following information and such other information as may be reasonably required:

(1) The name, place of residence, mailing address, e-mail and telephone number of the person applying for the permit.

(2) If the event is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization must be provided.

(3) The name, place of residence, mailing address, e-mail and telephone number of the individual person responsible for the conduct of the event.

(4) The dates and times scheduled for the event.

(5) The exact location of the event with an all-inclusive site plan.

(6) The nature and types of activities that will occur.

(7) The approximate number of spectators and participants present or participating in the event.

(8) The purpose of the event.

(9) If the event is a parade, run or walk, the following additional information shall be required.

a. The exact location of any marshaling or staging areas for the event.
b. The time at which the participants will begin to arrive at the staging areas, and the times at which all such units will be dispersed.
c. The exact route to be traveled, including the starting point and termination point.
d. The approximate number of persons, animals and vehicles which will

participate in the event, including a description of the types of animals and vehicles to be used in the event.

e. A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway or sidewalks to be used.

(10) A designation of any public facilities proposed to be utilized.

(11) All authorizations required by any other governmental agency possessing Jurisdiction over the event (i.e. State liquor license, Coast Guard, State Road usage, etc.).

(c) Once completed, the application must be submitted to the Special Events Committee for consideration and approval before submission to the Building Department for permits.

Section 70-168. Permit Fee.

The application shall be accompanied by payment in the amount of the permit fee set forth herein:

Minor Special Events	$158.66 + $4.76
Major Special Events	$264.44 + $7.93
Continuous Events	$450.00 + $13.50 per year

ALL PERMITS ARE CHARGED A STATE OF FLORIDA SUR- CHARGE OF 3% OR $4.00 WHICH EVER IS GREATER. THIS FEE IS SUBJECT TO CHANGE EVERY YEAR ON OCTOBER 1, IN ACCORDANCE WITH THE CONSUMER PRICE INDEX(CPI).

Section 70-169. Fireworks display.

No person, firm, partnership or corporation shall expose, use or explode any fireworks unless a permit shall first have been obtained from the Building Official pursuant to all rules and regulations applicable to the Special Events procedure contained herein. In addition to all the requirements outlined in the Special Events procedure permit application, the applicant shall additionally file the following information with the Building Official for distribution to the Fire Chief and the Chief of Police prior to approval.

(a) A detailed listing of the type and quantity of fireworks to be used.

(b) A detailed written statement outlining all appropriate safety procedures which will be used at the fireworks display in order to protect the safety of the public and all surrounding property.

(c) A detailed written statement describing what facilities and containers will be used to store fireworks.

(d) If applicable, the applicant's federal license number for transporting fireworks across

state lines.

(e) A detailed list of the names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The background statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individuals have been responsible for or involved in.

Section 70-170. Standards for permit issuance.

The Building Official shall issue a permit as provided herein upon receipt of verification from the applicable City departments that the following standards for issuance of the permit have been satisfied or found not applicable to the requested permit:

(a) The conduct of the event will not substantially interrupt the safe and orderly movement of other pedestrians or vehicular traffic in or contiguous to the route or location of the event.

(b) The conduct of the event will not require the diversion of so great a number of public safety personnel or equipment of the City to properly secure the event area and the areas contiguous thereto as to prevent the current level of public safety services from being furnished to other parts of the City.

(c) The event shall not take place until inspections by concerned Departments, i.e., Fire, Building and Police, have been conducted, and a determination has been made that all codes and ordinances have been met and satisfied.

(d) The concentration of persons, displays, animals and/or vehicles at the event will not unduly interfere with proper fire and police protection or ambulance service to areas contiguous to the event area and other areas of the City.

(e) The conduct of the assembly is not going to cause injury or intended to cause injury to persons or property or to promote disorderly conduct as defined by state statutes. Under no circumstances may the Building Official deny a permit solely on the basis of the proposed content of speech or ideas of the group involved.

(f) Adequate sanitation and other required health facilities are or will be made available in the event area.

(g) The activities of the assembly will not result in noise that exceed the City's adopted noise ordinance.

(h) There are sufficient parking places near the event to accommodate the approximate number of automobiles reasonably expected to be driven to the assembly or provisions are made to transport event attendees from a satellite parking area.

(i) The applicant's responsibility has been fulfilled to secure police, fire and/or emergency

medical services, if needed and has prepaid the expenses therefore.

(j) If an event sponsored by an institution or corporate entity is to take place in any publicly owned or controlled property, public liability and property damage insurance with the City named as an additionally insured party shall be obtained in an amount of no less than $1,000,000.00 unless otherwise approved by the City Commission.

(k) If the event is a parade, run or walk and if the event will traverse a state or federal highway, the persons or organization must also have a permit from the applicable governmental agencies.

Section 70-171. Notice of rejection.

Should the application be denied, the Building Official shall notify the applicant in writing by U.S. Mail or email within seven (7) working days of the denial. This notification shall include the reasons for the denial of the permit and shall advise of the appeal procedure.

Section 70-172. Appeals.

Any applicant aggrieved shall have the right to appeal the denial of a permit or revocation of permit hereof to the City Manager. The appeal shall be taken by the applicant within 10 days of mailing of the notice of denial by filing a written notice with the Building Officialand the decision of the City Manager shall be considered final administration action. .

Section 70-173. Notice of issuance.

Immediately upon issuance of a permit, the Building Official shall forward a copy of a permit and application to the following:

(a) The City Manager.

(b) Public Works.

(c) Chief of Police.

(d) Fire Chief.

(e) Recreation

(f) Code Enforcement

(g) Building

(h) Planning

Section 70-174. Duties of permittee.

A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The event chairperson or organizer shall maintain custody of the permit and upon demand shall produce it to the City authorities. Under no circumstances may a permit

be transferred from the applicant to any other person or organization. A permit holder cannot make changes to an approved event plan without approval from the Special Events Committee.

Section 70-175. Revocation of permit.

The Chief of Police, Fire Chief, Building Official or City Manager, or their designated representatives, shall have the authority to revoke a permit issued hereunder instantly upon violation of any Life Safety Codes, ordinances or conditions or standards of issuance as set forth herein.

Section 70-176. Indemnification.

The applicant and any other persons, organizations or corporations on whose behalf the application is made by filing a permit application shall represent, stipulate, contract and agree that they jointly and severally indemnify and hold the City harmless against liability for any damages injuries, or costs incurred by the City as a result of the applicant's conducting of the special event. This includes court costs and attorney's fees, including appeal, or any and all claims for damage to property or injury to or death of persons arising out of or resulting from issuance of the permit or the conduct of the event or any of its participants or the revocation of the permit for reasons herein stated.

Section 70-177. Construal of provisions.

Nothing in this chapter shall be construed so as to exempt the applicant or any other person from the requirements of the Florida Building Code or any other applicable state or federal law.

Section 70-178. Penalties for offenses.

In addition to any other penalty provided herein, any person violating any provision of this Article may be referred to the Code Enforcement Board for action. No additional special event permits may be issued to any applicant/permittee until the violation is corrected and all fines/penalties are paid.

Chapter 70 – Streets and Sidewalks and other Public Places

Article VI. Special Events.

Section 70-163. Title; authority.

This section shall be known and may be cited as the "City of New Smyrna Beach Special Events Permit Ordinance"

Section 70-164. Purpose.

The City Commission recognizes the impact that Special Events have on the availability of City services, and the City Commission further recognizes the impactful nature of certain Special Events on the welfare of the citizens of New Smyrna Beach, Florida, and therefore adopts this procedure to regulate activities of this nature.

This chapter is applicable in all zoninge districts in the City of New Smyrna Beach for all special events as defined in Section 70-165. The intent and purpose is to provide for the temporary use of land for Special Events in all zone districts, to provide for the orderly control of Special Events by establishing appropriate permit requirements and regulations, to ensure the promoter or sponsor of a Special Event is aware of any special circumstances that may have an impact on the success of their event and to minimize any significant effects of a Special Event on adjacent and nearby property owners, residents and businesses or which would impact the prevailing site conditions, traffic and circulation patterns, land use characteristics or the nature of the proposed use.

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- ***Any activity that requires street closures and/or eliminates parking spaces***
- ***Any activity which involves the use of public facilities***
- ***Any activity which involves the use of any city services that would not be necessary in the absence of such event. Outdoor auto sales will only be allowed on sites with existing auto sales business tax license.***

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(6) The nature and types of activities that will occur.

(7) The approximate number of spectators and participants present or participating in the event.

(8) The purpose of the event.

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b. The time at which the participants will begin to arrive at the staging areas, and the times at which all such units will be dispersed.
c. The exact route to be traveled, including the starting point and termination point.
d. The approximate number of persons, animals and vehicles which will participate in the event, including a description of the types of animals and vehicles to be used in the event.
e. A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway or sidewalks to be used.

(10) A designation of any public facilities proposed to be utilized.

(11) All authorizations required by any other governmental agency possessing Jurisdiction over the event (i.e. State liquor license, Coast Guard, State Road usage, etc.).

(c) Once completed, the application must be submitted to the Special Events Committee for ~~approval~~ consideration and approval before submission to the Building Department for permits.

Section 70-168. Permit Fee.

The application shall be accompanied by payment in the amount of the permit fee set forth herein:

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ALL PERMITS ARE CHARGED A STATE OF FLORIDA SUR- CHARGE OF 3% OR $4.00 WHICH EVER IS GREATER. THIS FEE IS SUBJECT TO CHANGE EVERY YEAR ON OCTOBER 1, IN ACCORDANCE WITH THE CONSUMER PRICE INDEX(CPI).

Section 70-169. Fireworks display.

No person, firm, partnership or corporation shall expose, use or explode any fireworks unless a permit shall first have been obtained from the Building Official pursuant to all rules and regulations applicable to the Special Events procedure contained herein. In addition to all the requirements outlined in the Special Events procedure permit application, the applicant shall additionally file the following information with the Building Official for distribution to the Fire Chief and the Chief of Police prior to approval.

(a) A detailed listing of the type and quantity of fireworks to be used.

(b) A detailed written statement outlining all appropriate safety procedures which will be used at the fireworks display in order to protect the safety of the public and all surrounding property.

(c) A detailed written statement describing what facilities and containers will be used to store fireworks.

(d) If applicable, the applicant's federal license number for transporting fireworks across state lines.

(e) A detailed list of the names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The background statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individuals have been responsible for or involved in.

Section 70-170. Standards for permit issuance.

The Building Official shall issue a permit as provided herein upon receipt of verification from the applicable City departments that the following standards for issuance of the permit have been satisfied or found not applicable to the requested permit:

(a) The conduct of the event will not substantially interrupt the safe and orderly movement of other pedestrians or vehicular traffic in or contiguous to the route or location of the event.

(b) The conduct of the event will not require the diversion of so great a number of public safety personnel or equipment of the City to properly secure the event area and the areas contiguous thereto as to prevent the current level of public safety services from being furnished to other parts of the City.

(c) The event shall not take place until inspections by concerned Departments, i.e., Fire, Building and Police, have been conducted, and a determination has been made that all codes and ordinances have been met and satisfied.

(d) The concentration of persons, displays, animals and/or vehicles at the event will not unduly interfere with proper fire and police protection or ambulance service to areas contiguous to the event area and other areas of the City.

(e) The conduct of the assembly is not going to cause injury or intended to cause injury to persons or property or to promote disorderly conduct as defined by state statutes. Under no circumstances may the Building Official deny a permit solely on the basis of the proposed content of speech or ideas of the group involved.

(f) Adequate sanitation and other required health facilities are or will be made available in the event area.

(g) The activities of the assembly will not result in noise that exceed the City's adopted noise

ordinance.

(h) There are sufficient parking places near the event to accommodate the approximate number of automobiles reasonably expected to be driven to the assembly or provisions are made to transport event attendees from a satellite parking area.

(i) The applicant's responsibility has been fulfilled to secure police, fire and/or emergency medical services, if needed and has prepaid the expenses therefore.

(j) If an event sponsored by an institution or corporate entity is to take place in any publicly owned or controlled property, public liability and property damage insurance with the City named as an additionally insured party shall be obtained in an amount of no less than $1,000,000.00 unless otherwise approved by the City Commission.

(k) If the event is a parade, run or walk and if the event will traverse a state or federal highway, the persons or organization must also have a permit from the applicable governmental agencies.

Section 70-171. Notice of rejection.

Should the application be denied, the Building Official shall notify the applicant in writing by U.S. Mail or email ~~mail~~ within seven (7) working days of the denial. This notification shall include the reasons for the denial of the permit and shall advise of the appeal procedure.

Section 70-172. Appeals.

Any applicant aggrieved shall have the right to appeal the denial of a permit or revocation of permit hereof to the City Manager. The appeal shall be taken by the applicant within 10 days of mailing ~~five (5) days after receipt~~ of the notice of denial by filing a written notice with the Building Official~~,~~ and the decision of the City Manager shall be considered final administration action. ~~Any appeal from the decision of the City Manager shall be to circuit court and shall be filed within thirty (30) days of the date on which the decision is rendered to the applicant~~.

Section 70-173. Notice of issuance.

Immediately upon issuance of a permit, the Building Official shall forward a copy of a permit and application to the following:

(a) The City Manager.

(b) Public Works.

(c) Chief of Police.

(d) Fire Chief.

(e) Recreation

(f) Code Enforcement

(g) Building

(h) Planning

Section 70-174. Duties of permittee.

A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The event chairperson or organizer shall maintain custody of the permit and upon demand shall produce it to the City authorities. Under no circumstances may a permit be transferred from the applicant to any other person or organization. A permit holder cannot make changes to an approved event plan without approval from the Special Events Committee.

Section 70-175. Revocation of permit.

The Chief of Police, Fire Chief, Building Official or City Manager, or their designated representatives, shall have the authority to revoke a permit issued hereunder instantly upon violation of any Life Safety Codes, ordinances or conditions or standards of issuance as set forth herein.

Section 70-176. Indemnification.

The applicant and any other persons, organizations or corporations on whose behalf the application is made by filing a permit application shall represent, stipulate, contract and agree that they jointly and severally indemnify and hold the City harmless against liability for any damages injuries, or costs incurred by the City as a result of the applicant's conducting of the special event. This includes court costs and attorney's fees, including appeal, or any and all claims for damage to property or injury to or death of persons arising out of or resulting from issuance of the permit or the conduct of the event or any of its participants or the revocation of the permit for reasons herein stated.

Section 70-177. Construal of provisions.

Nothing in this chapter shall be construed so as to exempt the applicant or any other person from the requirements of the Florida Building Code or any other applicable state or federal law.

Section 70-178. Penalties for offenses.

In addition to any other penalty provided herein, any person violating any provision of this Article may be referred to the Code Enforcement Board for action. No additional special event permits may be issued to any applicant/permittee until the violation is corrected and all fines/penalties are paid. ~~Any person violating any provision of this chapter shall be referred to Code Enforcement of the City of New Smyrna Beach. Each day such violation is committed or permitted to continue shall constitute a separate offense."~~

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

REVIEW AND CONSIDER THE APPROVAL OF A PROPORTIONATE FAIR SHARE AGREEMENT (PFSA) FOR THE OFF-SITE ROADWAY IMPROVEMENTS THAT ARE REQUIRED FOR IMPACTS CAUSED BY THE DEVELOPMENT OF THE ARDISIA PARK (FORMERLY KNOWN AS SHELL POINTE) PUD PHASES 1 THROUGH 4 RESIDENTIAL SUBDIVISION, FOR THE TOTAL OF $2,035,346.20 TO BE PAID TOWARD ROADWAY IMPROVEMENTS FOR SUGAR MILL DRIVE AND PIONEER TRAIL, BOTH COUNTY ROADS, AND SR 44, A STATE FDOT ROAD.

September 10, 2024

Background:

Applicant/Owner: Heather Isaacs, Taylor Morrison of Florida, Inc., 2600 Lake Lucien Dr. # 350, Maitland, FL 32751

Request: Approval of a Proportionate Fair Share Agreement (PFSA) for the off-site roadway improvements that are required for the Ardisia Park (formerly known as Shell Pointe) PUD Phases 1 through 4 residential subdivision, for the total of $2,035,346.20 to be paid toward roadway improvements for Sugar Mill Drive and Pioneer Trail, both County roads, and SR 44, a State FDOT road. This Agreement would be between three parties, which are the City, Volusia County, and the Owner/Applicant.

Site Data: The proposed subject property is currently undeveloped, zoned PUD Planned Unit Development, and generally located south of Pioneer Trail and west of Interstate 95, immediately north of and connecting to the existing Verano and Venetian PUD areas to the south and west. The 480 acre Phase 1 - 4 area to be platted is within the boundaries of the three separate tax parcels that comprise the Shell Pointe PUD. A location map showing this is attached as **Exhibit A**, along with an aerial photo of the site attached as **Exhibit B**. An overall development plan of the entire PUD area as provided by the applicant is attached as **Exhibit C**, showing all five Phase areas and the proposed residential development. The Phase 5 future Commercial area is to be the last Phase of site development and will require its own Traffic Impact Analysis (TIA) and a separate PFSA to be completed and approved in the future, whenever that Phase 5 Commercial development may occur.

Tax Parcel Numbers: 7308-00-00-0030, 7308-00-00-0050, and 7305-00-00-0030

Exhibits Attached:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C - Overall Development and Phasing Plan, entire PUD (from applicant group)

Exhibit D - Proposed Ardisia Park PFSA and internal Exhibits A, B, & C

Findings:

Findings

A. This request concerns the City's participation in and approval of a three-way Agreement with Volusia County and Taylor Morrison of Florida, the owner and developer of Shell Pointe (to be renamed to Ardisia Park). This Proportionate Fair Share Agreement (PFSA) between the City, Volusia County, and the Owner/Applicant provides a method for the developer to compensate the City and County for the calculated cost portion of impacts to existing roadways caused by the traffic volumes of the proposed 687 total homes to be developed within Phases 1, 2, 3 & 4 of the Shell Pointe PUD. As calculated by LTG, the Traffic Engineering firm hired by the developer, those proportional impacts will total $2,035,346.20 to be paid toward a share of those roadway improvements costs for Sugar Mill Drive and Pioneer Trail, both County roads, and SR 44, a State FDOT road. That LTG Report is an internal Exhibit (B) enclosed within the attached **Exhibit D** proposed Ardisia Park PFSA, to be signed by all parties as the existing Applicant has done.

B. The proposed development is within the existing Shell Pointe PUD area was approved by the City for that rezoning in 2018. That area and development is now being renamed to instead be Ardisia Park, as on the proposed Final Plat that has been revised for the prior Shell Pointe Phase 1 and 2 residential subdivisions. Prior to that Phase 1 and 2 plat area being recorded with the Clerk of Courts, then allowing the Developer to sell individual development lots within, this Proportionate Fair Share Agreement (PFSA) must be approved between the City, Volusia County, and the Owner/Applicant.

C. That **Exhibit C** plan shows the five Phases of mixed use development permitted by the PUD Master Development Agreement (MDA) and its Conceptual Development Plan

(CDP), which allows for a maximum of 745 Single Family (SF) residential lots/units within the first four Phases (1-4), and with the Phase 5 areas approved for a maximum of 400,000 square feet of Commercial uses as the last phase of PUD development. Per the MDA, no other residential development is permitted, for any additional units and with multi-family and/or townhouse development strictly prohibited.

D. The 210.57 acre Phase 1 and 2 area now proposed to be platted is to contain 319 residential lots/units, as shown on **Exhibit C**. Current application materials now being reviewed by the City for the Phase 3 and 4 areas also show that additional area as proposed for 368 residential lots/units, for a total of 687 single family and residential lots, as opposed to the 745 units that the PUD MDA allows.

E. As shown on that same Exhibit, Phases 1 and 2 will connect to Pioneer Trail to the north at a point west of Williamson Blvd., at a "plus/+" intersection with Cypress Springs Parkway on the north side of Pioneer Trail, within the City of Port Orange. This proposed connection and all future Williamson Blvd. improvements and connections are under the permitting and direction of Volusia County, with Pioneer Trail and Williamson Blvd. both being County maintained roadways. Two other roadway connections are proposed to existing stubbed-out roads to the south within Verano at Venetian Bay, which are Monaco Blvd. and Modena Way. Future roadway connections from Phases 1 and 2 to the north, east, and the future Williamson Blvd. are also proposed and shown to occur within the future Phases 3 and 4 areas.

F. The Proportionate Fair Share Agreement (PFSA) documents have been reviewed by both Volusia County and the City's traffic engineering consultant and was recently updated for both the reduced number of proposed residential lots and current costs (using the June 2024 CPI). This agreement is also tentatively set for discussion and approval action at the September 17, 2024 County Council.

Recommendation

Staff recommends the City Commission vote to approve the PFSA as currently attached.

Fiscal Analysis:

N/A

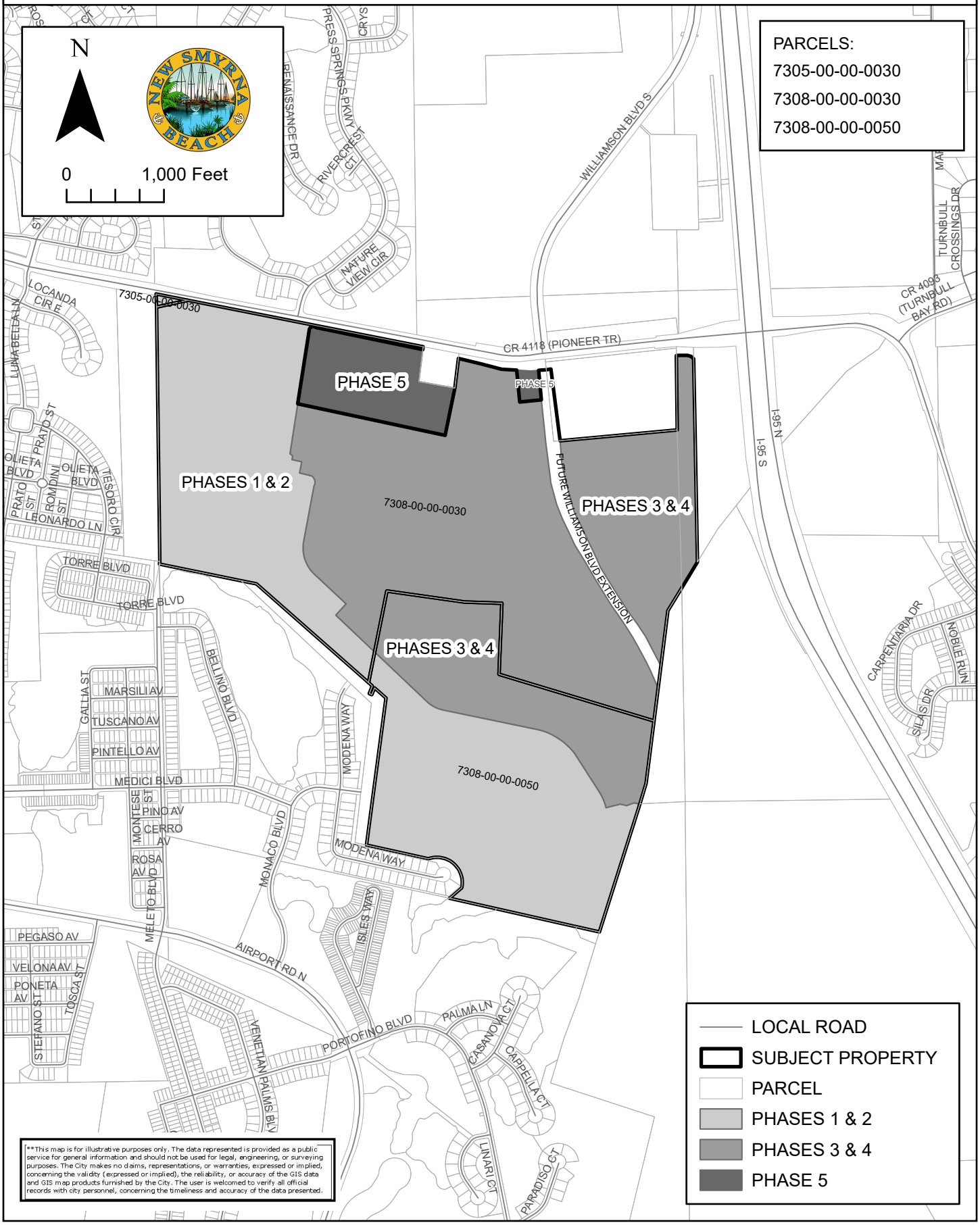
Strategic Plan Item:
No

Staff Report Created By: Jeff Gove - Chief Planner

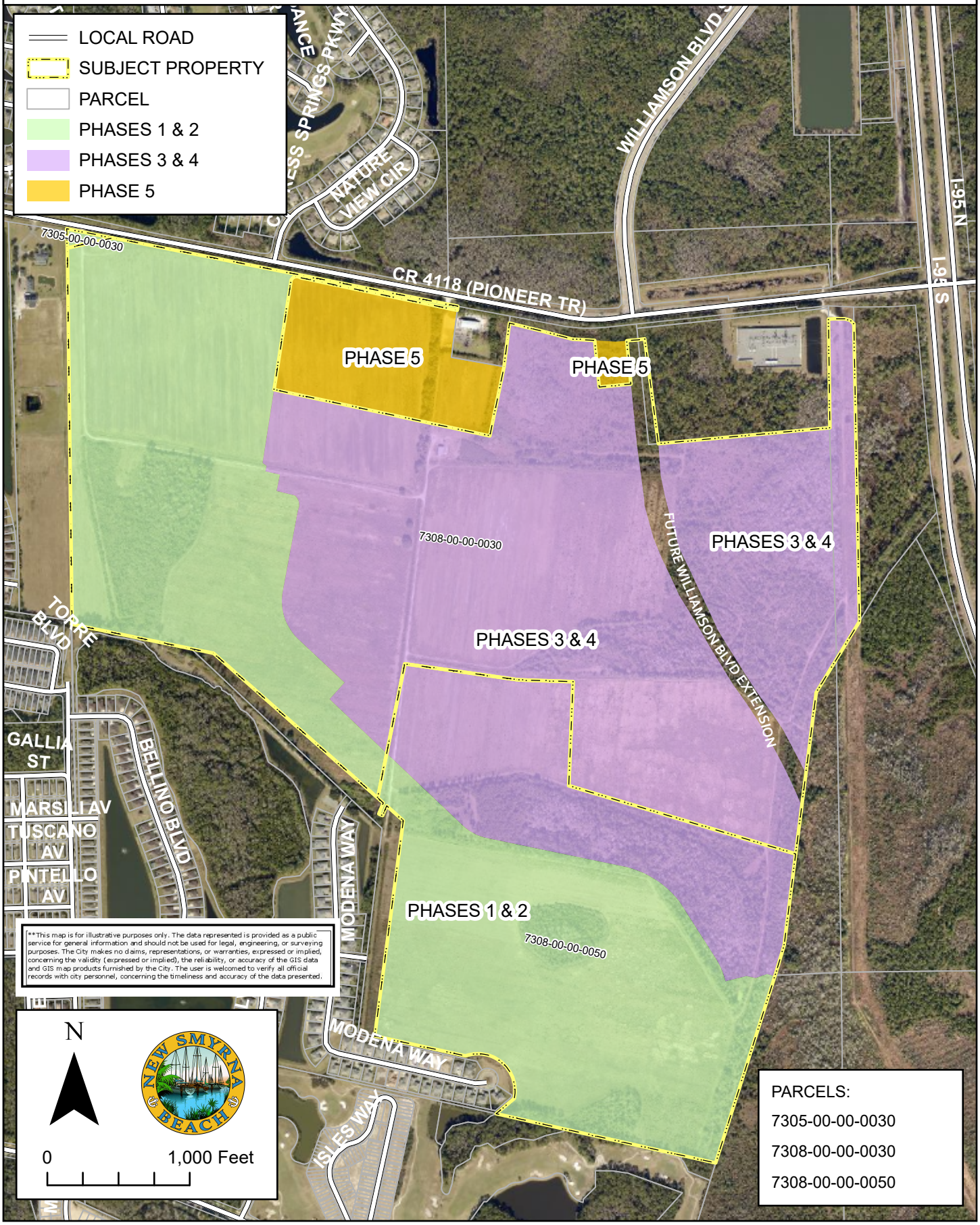
Attachments:

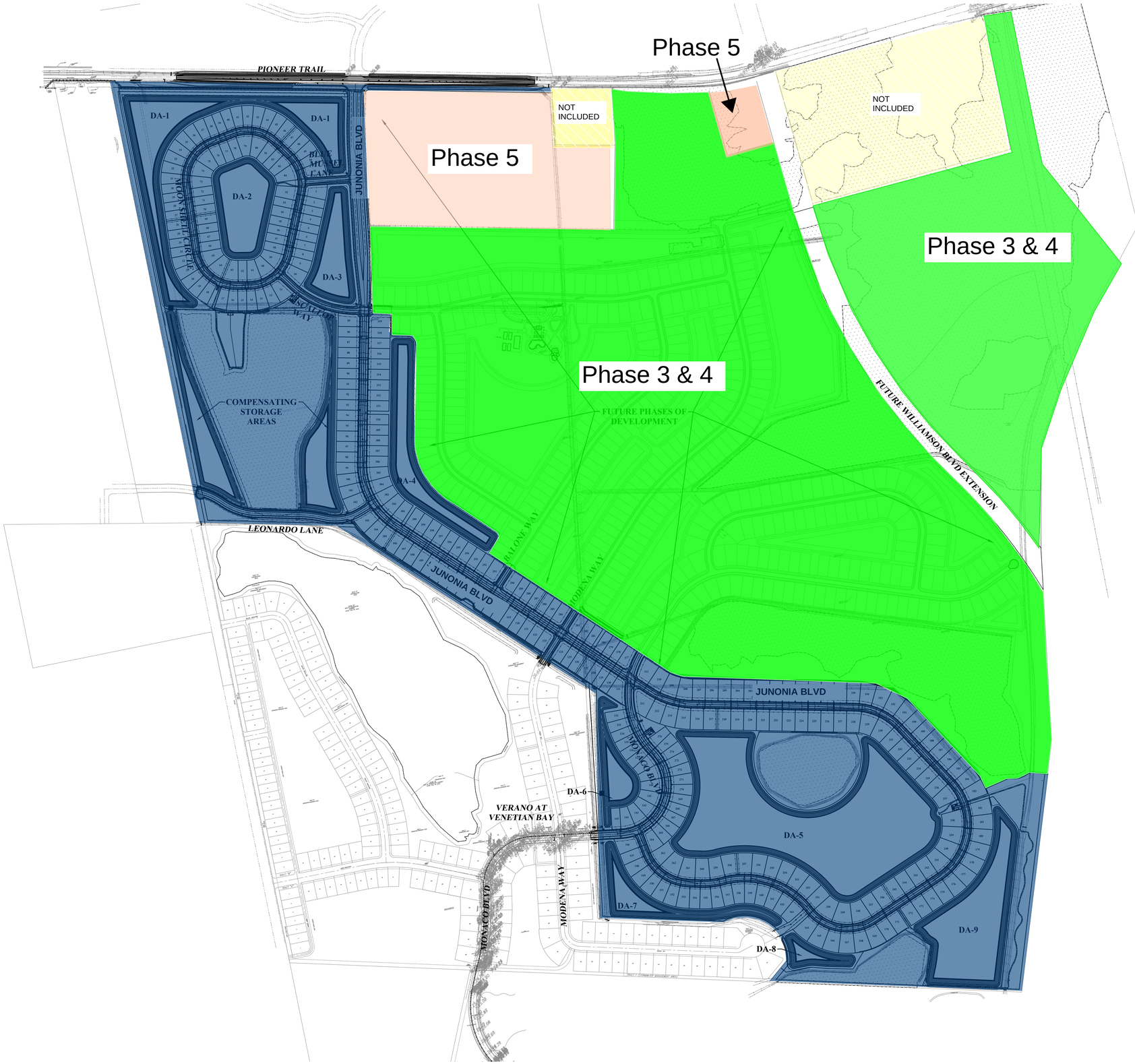
Ex. A - Location Map S-3-22.pdf
Ex. B - Aerial Map S-3-22.pdf
Exhibit C - Overall Development and Phasing Plan, entire PUD (from applicant group) - 2024-08-15_ArdisiaParkOverallExhibitPhasingPlan.pdf
Ex. D - Proposed Ardisia Park PFSA and internal Exhibits- Executed by Landowner.pdf

S-3-22: SHELL POINTE (FINAL PLAT)
LOCATION MAP



S-3-22: SHELL POINTE (FINAL PLAT)
AERIAL MAP





0 150 300 450 600

SCALE : 1" = 300'

Phase 1 & 2
210.57 Acres
319 Lots

Phase 3 & 4
270.77 Acres
368 Lots

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-15-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-06-23	SW	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	05-21-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK
PHASE 1 & 2
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 11_18169-ODP
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.68357
MICHELLE KRAWCZYK WIDICK, P.E. NO. 76892
NOT VALID WITHOUT SEAL

SHEET: C11 OF 76

B:\18169 - SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CADD\BAS\11-18169-ODP.DWG -- PRINTED 6/21/2024 8:25 AM

ARDISIA PARK –
PHASE 1, PHASE 2, PHASE 3, AND PHASE 4
PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the following entities: **Taylor Morrison of Florida, Inc.**, a Florida corporation, ("Developer"), mailing address: 4900 North Scottsdale Road, Suite 2000, Scottsdale, AZ 85251; **The City of New Smyrna Beach**, a Florida municipal corporation ("City"), mailing address: 210 Sams Avenue, New Smyrna Beach, FL 32168; and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720. Collectively, the Developer, City, and County are referred to herein as the "Parties."

WHEREAS Developer is the owner of +/- 481.34 acres of land generally south located along Pioneer Trail in New Smyrna Beach, Florida, as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, the Property is subject to the terms and conditions of the Master Development Agreement Shell Pointe Colony PUD, which was recorded in the Public Records of the County on July 25, 2018, at Book 7576, Page 1084, as amended by the First Minor Amendment to the Master Development Agreement for the Shell Pointe Colony PUD which was recorded in the Public Records of the County on November 3, 2022, at Book 8331, Page 3450, as amended by the Second Minor Amendment to the Master Development Agreement for the Shell Pointe Colony PUD which was recorded in the Public Records of the County on June 29, 2023, at Book 8426, Page 1845 ("Shell Pointe Colony MDA"), which authorizes development on the Property as a single-family residential subdivision; and

WHEREAS, the Property is undergoing subdivision review by the City of New Smyrna Beach to authorize development of 319 single-family residential lots and homes identified as Phase 1 and Phase 2 ("Phases 1 and 2"), and development of 368 single-family residential lots and homes identified as Phase 3 and Phase 4 ("Phases 3 and 4"), for a total of 687 single-family residential lots and homes on the Property (collectively "Project"); and

WHEREAS, in connection with the subdivision review, a traffic impact analysis ("TIA") in the vicinity of the Project was performed by LTG, Inc. on behalf of the Developer dated January 30, 2023, as amended on August 16, 2024, in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) (2018) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the vicinity of the Project ("Impact Area"), and Developer's obligation to make a contribution payment for certain roadway improvements is set forth in this Agreement; and

WHEREAS, LTG, Inc., in the TIA, calculated the Project's proportionate share of the total costs of the offsite traffic improvements to be constructed within the Impact Area, based upon the development of the Project, as further detailed in the TIA; and

WHEREAS, the TIA established a buildout year of 2030. If the proportionate fair share amount is not paid prior to December 31, 2030, then the TIA must be updated, and the proportionate fair-share amount recalculated based on conditions at that time.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. Roadway Improvements. Developer shall pay the Proportionate Fair Share (defined below) to the County as consideration for the roadway improvements to be constructed as required by the City and County as a result of the traffic impacts created by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with the requirements of Section 402 of the City's Land Development Regulations and Section 72 of the County's Land Development Code:

(a.) Proportionate Fair Share. For purposes of this Agreement, the amount of $2,035,346.20, referred to herein as "Proportionate Fair Share," is the amount due for the Project, with $945,087.97 being due for Phases 1 and 2 and $1,090,258.22 being due for Phases 3 and 4, and further detailed in Exhibit "B". The Proportionate Fair Share for Phases 1 and 2 and Phases 3 and 4 shall be paid to the County before a subdivision approval letter for each phase will be issued by the City of New Smyrna Beach. If Developer does not pay a portion of the Proportionate Fair Share within one (1) year of the date of the execution of this Agreement by all parties hereto, then the unpaid portion of the Proportionate Fair Share shall be revised based on the applicable Consumer Price Index published inflationary rate for Transportation Services. If the proportionate fair share amount is not paid prior to December 31, 2030, then the TIA must be updated, and the proportionate fair-share amount recalculated based on conditions at that time. The parties agree that the location and timing of construction of the thoroughfare road improvements shall be constructed as determined by the County. Once Developer has paid the Proportionate Fair Share, Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Developer shall be entitled to County thoroughfare road impact fee credits equal to the amount of the Proportionate Fair Share payment. County impact fee credits shall be issued as detailed in Exhibit "C".

(b.) County's Application of Proportionate Fair Share. The Parties intend that the County will apply the Proportionate Fair Share to the cost of installing Roadway Improvements in the Impact Area. Developer acknowledges that it has no right to

direct or claim a right to direct the application of the Proportionate Fair Share to making any specific Roadway Improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including impact fees, or such other City fees as may be prescribed by law. Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due under the terms of the City's impact fee ordinance.

4. Timing. The Parties agree that the timing of construction of the Roadway Improvements shall be determined by the County of Volusia.

5. Effective Date. The effective date of this Agreement shall be the last date upon which all Parties hereto cause this Agreement to be executed as indicated below their respective signatures.

6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the Parties hereto and the Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Property or any portion thereof.

7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

9. Amendment. Amendments to this Agreement will be in writing, signed by all Parties. All amendments require approval of the New Smyrna Beach City Commission and the County Council of Volusia.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal or delivery of a fully executed copy of this Agreement shall be deemed valid as if a fully executed original copy of this Agreement was transmitted or delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors, and assigns.

Signed, sealed and delivered in the presence of:

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Witness 2

Attest: _____
Kelly McQuillen, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by Fred Cleveland and Kelly McQuillen, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public _____

_____
Printed Name:

Commission No. _____

Approved as to form by:

_____

Carrie Avallone, City Attorney

Signed, sealed, and delivered in the presence of:

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____
Jeffrey S. Brower, County Chair

Attest
By: _____

_____
George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

_____
Printed Name:

Commission No. _____

Approved as to form by:

_____
Thomas "Russ" Brown
Assistant County Attorney

Signed and delivered in the presence of:

Witness 1

Damon Casco
Print Name of Witness 1

Witness 2

Nora Schuster
Print Name of Witness 2

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

By: _____
Name: Heather Isaacs
Title: VP

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of AUGUST, 2024, by Heather ISAACS, as VP of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation, referred to in this agreement as "Developer". He/She is [X] personally known to me or [ ] produced as identification and did not take an oath.

Notary Public Gayle A. Coutant

GAYLE A. COUTANT
Printed Name:

Commission No. 05/15/2027

Notary Public State of Florida
Gayle A Coutant
My Commission HH 398544
Expires 5/15/2027

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

PHASE 1 AND 2

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 56.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 145.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 629.04 FEET; THENCE S10°53'38"W, A DISTANCE OF 281.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 107.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 118.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO A THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET

TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 157.49 FEET; THENCE S46°52'03"E, A DISTANCE OF 1087.90 FEET; THENCE S49°08'50"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF S40°24'07"W AND A CHORD DISTANCE OF 7.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'03"E, A DISTANCE OF 146.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF S62°54'56"E AND A CHORD DISTANCE OF 189.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 423.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 185.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 - UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139-175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 - UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5-13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N46°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53. PAGE 189-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"W, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 210.57 ACRES, MORE OR LESS.

AND

PHASE 3 AND 4

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°02'17"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°47'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 936.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A

DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF N07°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.980 ACRES, MORE OR LESS.

AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON BOULEVARD, A DISTANCE OF 765.67 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE DEPARING SAID EASTERLY RIGHT-OF-WAY LINE, RUN N84°41'54"E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 206, A DISTANCE OF 1274.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N01°05'16"W, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 777.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8396, PAGE 805; THENCE N84°45'33"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 95.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.79 FEET, A CENTRAL ANGLE OF 94°09'11", A CHORD BEARING OF S48°09'52"E AND A CHORD DISTANCE OF 102.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 114.68 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN 170.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S01°05'16"E, ALONG SAID EAST LINE, A DISTANCE OF 1993.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING

FOUR (4) COURSES: S34°53'17"W, A DISTANCE OF 137.81 FEET; THENCE S28°19'14"W, A DISTANCE OF 518.53 FEET; THENCE S10°54'20"W, A DISTANCE OF 540.47 FEET; THENCE S06°49'30"W, A DISTANCE OF 102.21 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD; SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2365.00 FEET, A CENTRAL ANGLE OF 12°42'29", A CHORD BEARING OF N32°13'57"W AND A CHORD DISTANCE OF 523.47 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 524.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3435.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF N22°11'53"W AND A CHORD DISTANCE OF 1938.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1965.02 FEET TO THE POINT OF TANGENCY; THENCE N05°48'36"W, A DISTANCE OF 122.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 55.790 ACRES, MORE OR LESS.

EXHIBIT "B"
PROPORTIONATE FAIR SHARE

LTG Engineering & Planning

Via Email: (jgove@cityofnsb.com)

Ref: 5573.04

August 16, 2024

Mr. Jeff Gove, AICP
Chief Planner
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168

Re: Shell Pointe Colony Proportionate Share Cost Calculation Update
New Smyrna Beach, Florida

Dear Mr. Gove:

LTG, Inc. has prepared a Traffic Impact Analysis (TIA) for the proposed Shell Pointe Colony on behalf of Taylor Morrison of Florida, Inc. The results of the TIA, dated January 2023, showed that there were roadway segment improvements recommended as a result of the addition of project trips or on roadways identified as critical or near critical. The proportionate share (PS) cost had been calculated for the proposed development in April 2023. Since the submittal of the PS, the proposed development has undergone a change to the proposed number of single-family residential dwelling units. This letter outlines the updated trip generation, trip assignment to the study area roadway segments, segment analysis, PS cost calculations and the estimated transportation impact fees.

REVISED TRIP GENERATION

The approved TIA, dated January 2023, analyzed a development plan of 701 single-family detached dwelling units. The updated development plan now consists of a total of 687 single-family detached dwelling units. The daily, AM and PM project trip generation for the updated proposed development was determined using the Institute of Transportation Engineers (ITE) 11th Edition of the *Trip Generation Manual* and is presented in Table 1.

Table 1
Project Trip Generation – Updated
Shell Pointe Colony

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T) = 0.92Ln(X) + 2.68	687	DU	50%	50%	2,971	2,971	5,942
AM Peak-Hour			Ln(T) = 0.91Ln(X) + 0.12			26%	74%	112	318	430
PM Peak-Hour			Ln(T) = 0.94Ln(X) + 0.27			63%	37%	383	225	608

ROADWAY SEGMENT ANALYSIS

The current critical and near critical roadway segments were reviewed and it was determined that there no changes to the critical roadway designations since the April 2023 PS analysis. The study area roadway segment analysis from the approved January 2023 TIA, including the planned roadway improvements and the proposed background roadway improvements as presented in the TIA, was then updated by assigning the revised trip generation to the study area roadway segments. The updated 2030 build-out roadway segment analysis is presented in Table 2, below. The updated roadway segments analysis indicates that there are no changes to the proposed roadway improvements.

Table 2
2030 Build-Out PM Peak Hour LOS – Roadway Segments – Updated
Shell Pointe Colony

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	2030 Background Volume	Project Distribution	Project Trips	2030 Total Build-Out Volume	2030 Build-Out Volume Exceed Adopted LOS?
Sugar Mill Dr	Pioneer Tr	Gibralter Blvd	4	E	3,410	250	1,752	2.1%	13	1,765	No
	Gibralter Blvd	SR 44	4	E	3,410	250	1,841	0.0%	0	1,841	No
SR 44	I-95	Sugar Mill Dr	6	D	5,390	3,015	5,122	7.0%	43	5,165	No
	Sugar Mill Dr	Glencoe Rd	6	D	5,390	3,015	5,114	6.7%	41	5,155	No
	Glencoe Rd	Colony Park Dr	6	D	5,390	3,015	5,047	6.2%	38	5,085	No
Pioneer Tr	SR 44	Tomoka Farms Rd	2	C	1,120	430	579	9.7%	59	638	No
	Tomoka Farms Rd	Airport Rd	2	E	1,230	500	673	16.3%	99	772	No
	Airport Rd	Cypress Springs Pkwy	4	E	3,410	670	1,380	19.8%	120	1,500	No
	Cypress Springs Pkwy	Williamson Blvd	4	E	3,410	670	1,380	69.6%	423	1,803	No
	Williamson Blvd	I-95	4	E	3,410	670	1,495	66.2%	402	1,897	No
	I-95	Turnbull Bay Rd	4	E	3,410	670	1,322	9.0%	55	1,377	No
	Turnbull Bay Rd	Sugar Mill Dr	4	E	3,410	580	1,075	5.6%	34	1,109	No

Critical
Near Critical
Critical Vested
Near Critical Vested

PROPORTIONATE SHARE CALCULATION

Based on the Florida Statues, the proportionate share contribution is to be calculated based on the number of project trips anticipated at the deficient location and the change in capacity resulting from the improvement required to remain within the adopted LOS. The percentage of the total estimated cost associated with the improvement to be fulfilled by the applicant/developer is determined by the following equation:

$$\frac{Demand_{Project}}{Capacity_{Improved} - Capacity_{Existing}} * 100\%$$

Where:

- $Demand_{Project}$ = Two-way Peak Hour Traffic Volumes generated by the Project
- $Capacity_{Existing}$ = Two-way Peak Hour Capacity of the Existing Road Segment
- $Capacity_{Improved}$ = Two-way Peak Hour Capacity of the Improved Road Segment

The cost estimates utilized were obtained from Volusia County's latest Master PFS Table, received from William White on July 15, 2024. Additionally, the total PS cost was adjusted based on the June 2024 Consumer Price Index (CPI) for Transportation. The revised PS calculation is provided in Table 3, below.

The updated development plan consists of a total of 687 single-family detached dwelling units which are planned to be constructed as Phase 1 & 2 with 319 units and Phase 3 & 4 with 368 units. The total PS broken down by phase is provided in Table 4, below.

Table 3
Proportionate Share Cost Estimate
Shell Pointe Colony

Roadway	Segment From:	Segment To:	Cost per Mile[1]	Estimated Length (miles)	Improvement	Base Improvement Cost[1]	Additional Cost[2]	Total Estimated Improvement Cost[1]	Project Volume (a)	Unimproved Capacity (b)	Improved Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
Sugar Mill Dr	Pioneer Tr	Gilbralter Blvd	$12,630,769.00	0.90	Widen from 2 to 4 lanes (Rural)	$11,367,692.10	-	$11,367,692.10	13	1,230	3,410	0.60%	$67,788.99
SR 44	I-95	Sugar Mill Dr	-	0.50	Widen from 4 to 6 lanes (Rural)	$3,225,466.00	-	$3,225,466.00	43	3,580	5,390	2.38%	$76,627.09
	Sugar Mill Dr	Glencoe Rd	-	0.56	Widen from 4 to 6 lanes (Rural)	$3,612,522.00	-	$3,612,522.00	41	3,580	5,390	2.27%	$81,830.61
	Glencoe Rd	Colony Park Dr	-	0.37	Widen from 4 to 6 lanes (Rural)	$2,386,845.00	-	$2,386,845.00	38	3,580	5,390	2.10%	$50,110.56
Pioneer Tr	Airport Rd	Cypress Springs Pkwy	-	1.29	Widen from 2 to 4 lanes (Rural)	$15,075,000.00	-	$10,986,864.41	120	1,230	3,410	5.50%	$604,781.53
	Cypress Springs Pkwy	Williamson Blvd	-	0.48	Widen from 2 to 4 lanes (Rural)		-	$4,088,135.59	423	1,230	3,410	19.40%	$793,248.33
	Turnbull Bay Rd	Sugar Mill Dr	-	1.74	Widen from 2 to 4 lanes (Rural)	$13,080,020.00	-	$13,080,020.00	34	1,020	3,410	1.42%	$186,075.60
												PS Total:	$1,860,462.70
												June 2024 Consumer Price Index (CPI) for Transportation	9.40%	$174,883.49
												PS Total with June 2024 CPI:	$2,035,346.20

[1] *Cost obtained from the latest Volusia County's Master Prop Share table.*

[2] *Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)*

Table 4
Proportionate Share Cost Estimate by Phase
Shell Pointe Colony

Phase	Units	Percentage	PS Subtotal	PS Total with June 2024 CPI
Phase 1 & 2	319	46%	$863,882.97	$945,087.97
Phase 3 & 4	368	54%	$996,579.73	$1,090,258.22
Total	687	100%	$1,860,462.70	$2,035,346.20

LTG Engineering & Planning

TRANSPORTATION IMPACT FEES

The proposed development plan has been assessed for transportation impact fees based on the rates adopted by Volusia County and the City of New Smyrna Beach. As indicated in Table 5, approximately $5,473,329 in total transportation impact fees is anticipated.

Table 5
Transportation Impact Fees
Shell Pointe Colony

Land Use	Land Use Code	Phase	Size	Unit	Volusia County		City of New Smyrna Beach	
					Impact Fee Rate ($/Unit-SF)[1]	Impact Fee Total	Impact Fee Rate ($/Unit-KSF)	Impact Fee Total
Single Family Detached Residential > 3,000-sq ft	210	Phase 1 & 2	319	DU	$6,215.00	$1,982,585.00	$1,752.00	$558,888.00
		Phase 3 & 4	368			$2,287,120.00		$644,736.00
Estimated Agencies Total:					$4,269,705.00		$1,203,624.00	
Estimated Grand Total:					$5,473,329.00			

Table 6 presents the estimated difference in the Volusia County total proportionate share cost and the Volusia County total transportation impact fees. As indicated, the estimated transportation impact fees are expected to exceed the estimated proportionate share costs.

Table 6
Estimated Difference in Volusia County Proportionate Share and Transportation Impact Fees
Shell Pointe Colony

Proportionate Share Total with June 2024 CPI	$2,035,346.20
Estimated Impact Fees Grand Total	$4,269,705.00
Difference	**($2,234,358.80)**

CONCLUSION

- Using the proportionate share equation set forth in the Florida Statutes, the prior PS calculations set forth for this development, the current Volusia County estimated cost for the improvements, and the current land use plan, the estimated proportionate share of improvement costs for the proposed Shell Pointe Colony development equates to $2,035,346.20.

- Based on Volusia County's and the City of New Smyrna Beach's current transportation impact fee schedule, the total estimated transportation impact fees for the proposed Shell Pointe Colony development equates to $4,269,705.00 and $1,203,624.00, respectively, for a total of $5,473,329.00.

- The Volusia County transportation impact fees for the proposed Shell Pointe Colony development are expected to exceed the Volusia County proportionate share cost amount by $2,234,358.80, therefore the applicant will only be responsible for paying the impact fees.

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd., Suite 2
Ormond Beach, FL 32174
Vendor No. F030424608005
386-257-2571

GEORGE A. GALAN
LICENSE
No 60080
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

George A Galan 2024.08.16 10:27:49-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD., SUITE 2
ORMOND BEACH, FL 32174
VENDOR NO. F030424608005
GEORGE A. GALAN, P.E. NO. 600803

EXHIBIT "C"
VOLUSIA COUNTY IMPACT FEE CREDIT INSTRUCTIONS

Volusia County
FLORIDA

REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.

2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*

3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

   For Impact Fee Credits related to PFS Payments, *please submit the following supporting documentation to Engineering and Construction:*

   - Copy of your PFS check and receipt.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   For Impact fee credits related to Constructed Improvements, *please submit the following to Engineering & Construction:*

   - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   **Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.

EXHIBIT B

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Volusia County
FLORIDA

Growth and Resource Management Department
Permit Center www.volusia.org/permitcenter
123 West Indiana Avenue, Room 203
DeLand, FL 32720-4604

TELEPHONE: DeLand (386) 736-5924, ext. 2087
Daytona Beach (386) 257-6000, ext. 2087
New Smyrna Beach(386) 423-3300, ext. 2087
FAX: (386) 943-7096 E-MAIL: permitctr@co.volusia.fl.us

Collection Zone _____ **I P Account Number** _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT/PROPERTY OWNER:

Name _____ E-Mail Address _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

( ) _____ ( ) _____

Telephone Number Fax Number

Answer the following questions on the subject property:

1. **Physical Address:**
   City:
   The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** __ __ __ __ - __ __ - __ __ - __ __ __ __
   __ __ __ __ - __ __ - __ __ - __ __ __ __
   __ __ __ __ - __ __ - __ __ - __ __ __ __

3. **List of Person(s) authorized to sign for this account:**

_____ Printed Name	_____ Signature
_____ Printed Name	_____ Signature
_____ Printed Name	_____ Signature

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: $_____

Proportionate Fair Share Payment: Yes ___ No ___

Additional Details: _____

_____ Approved by (signature)

Tadd Kasbeer, P.E., County Engineer Title

_____ Date

C:\USERS\SCURATOLO\DESKTOP\IP ACCOUNT REG. FORM 6 2009 .DOC

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO REVIEW AND CONSIDER THE APPROVAL OF MINOR REVISIONS TO THE PREVIOUSLY APPROVED BUT NOT YET RECORDED FINAL PLAT FOR SHELL POINTE PHASES 1 AND 2 (S-3-22), INCLUDING RENAMING THE PLAT AND AREA AS ARDISIA PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR PLAT RECORDING.

September 10, 2024

Background:

Applicant: Heather Isaacs, Taylor Morrison of Florida, Inc., 2600 Lake Lucien Dr. # 350, Maitland, FL 32751

Owners: Taylor Morrison of Florida, Inc. and Melvin RE Holdings LLC/Speer RE Holdings LLC, 4216 Dewitt Ave., Mattoon, IL 61938

Request: Approval of minor revisions to a previously approved but unrecorded single family residential subdivision plat, for a proposed 319 lots of varying sizes within a 210.57 acre total area to be platted as Phases 1 and 2 of a mixed-use PUD area, with 5 total development Phases. Those minor revisions include two items:

1. Revisions to lot lines and dimensions for 3 previously approved Lots only (# 52 - 54), for the intent of providing Model Homes within these 3 Lots, near the primary site entrance at Pioneer Trail, and
2. Changes to two previously approved names, for the Shell Pointe plat and community to instead now be named Ardisia Park, and for the primary roadway name through this plat area to be revised to Junonia Boulevard from its previously approved Shell Pointe Boulevard.

Site Data: The proposed subject property is currently undeveloped, zoned PUD Planned Unit Development, and generally located south of Pioneer Trail and west of Interstate 95, immediately north of and connecting to the existing Verano and Venetian PUD areas to the south and west. The 210 acre Phase 1 and 2 area to be platted is within the boundaries of the three separate tax parcels that comprise the Shell Pointe PUD. A location map showing this is attached as **Exhibit A**, along with an aerial photo of the site attached as **Exhibit B**. An overall development plan of the entire PUD area as provided by the applicant is attached as **Exhibit C**, showing all five Phase areas and the proposed residential development. The proposed 20 sheet revised Plat version is also included as

Exhibit F, along with other exhibits listed below**.**

Tax Parcel Numbers: 7308-00-00-0030, 7308-00-00-0050, and 7305-00-00-0030

Exhibits Attached:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C - Overall Development and Phasing Plan, entire PUD (from applicant group)

Exhibit D - Boundary Survey, Phases 1 and 2 area only
Exhibit E - Model Home Exhibit (1 sheet)

Exhibit F - Plat (20 sheets)

Exhibit G - Plat Recording Contract

Findings:

Findings

A. This request concerns the first development plan proposed within the existing Shell Pointe PUD area originally approved by the City in 2018, with these approved Phase 1 and 2 plat areas comprising the southern and western 210 acre portions of the total 543.5 acre PUD area. The Shell Pointe PUD area is located on the south side of Pioneer Trail, immediately west of Interstate 95, and extending south to the existing Verano and Venetian Bay PUD developments. This PUD area is shown on the attached **Exhibits A - C** Maps and Plan.

B. Those same plans also show the five Phases of mixed use development permitted by the PUD Master Development Agreement (MDA) and its Conceptual Development Plan (CDP), which allows for a maximum of 745 Single Family (SF) residential lots/units within the first four Phases (1-4), and for the Phase 5 areas to contain a maximum of 400,000 square feet of Commercial uses as the last phase of PUD development. Per the MDA, no other residential development is permitted for any additional units, and with multi-family

and/or townhouse development to be strictly prohibited.

C. As mentioned above, the 210.57 acre Phase 1 and 2 area already approved to be platted is to contain 319 residential lots/units. Application materials have also been submitted to the City for the Phase 3 and 4 areas and are currently under review, with that area shown on the **Exhibit C** ODP as comprising 270.77 acres and proposed for another 368 residential lots/units.

D. As shown on these various Exhibits, Phases 1 and 2 will connect to Pioneer Trail to the north at a point west of Williamson Blvd., at a "plus/+" intersection with Cypress Springs Parkway on the north side of Pioneer Trail, within the City of Port Orange. Two other roadway connections are proposed to existing stubbed-out roads to the south, which are Monaco Blvd. and Modena Way within the Verano at Venetian Bay subdivision. Future roadway connections are also proposed from Phases 1 and 2 to the north, east, and the future Williamson Blvd., and shown to occur within the future Phases 3 and 4 areas.

E. The PUD MDA requires Minimum Residential Lot Sizes of 6,600 SF and Lot Widths of 55'. The Phases 1 and 2 plat instead proposes a Minimum Lot Size of 7,260 SF (55' x 132'), with the Average Lot Size of the 319 proposed lots being 9,417 SF. There are a combination of lot sizes proposed for Phases 1 and 2, ranging from 55', 65', 70' and 80' wide. There are also a total of 35 proposed Tracts within the Phases 1 and 2 plat for various future uses, including dedication of additional Pioneer Trail right-of-way area, stormwater management, perimeter landscape buffers, utilities, and common areas.

F. The current Shell Pointe Phases 1 and 2 plat version was unanimously approved by the City Commission at the June 27, 2023 meeting, after the Planning and Zoning Board, at their May 1, 2023 meeting voted, unanimously to recommend approval. While the site is currently under construction in accordance with that approved plat and plans, the plat has not yet been recorded with the Volusia County Clerk. Thus any revisions to this currently unrecorded plat would not be a Replat, but instead simple revisions to that originally approved plat prior to its recording.

G. As stated above, this request for minor revisions includes two items:

1. Revisions to lot lines and dimensions for 3 previously approved Lots only (# 52 - 54),

for the intent of providing Model Homes within these 3 Lots, near the primary site entrance at Pioneer Trail (as shown on **Exhibit E**), and

2. Changes to two previously approved names, for the Shell Pointe plat and community to instead now be named Ardisia Park, and for the primary roadway name through this plat area to be revised to Junonia Boulevard from its previously approved Shell Pointe Boulevard.

H. The first part of this request, concerning future Model Homes to be placed on Lots 52, 53, and 54, is for simple revisions to those lot lines and dimensions of those three lots. Lot 52 will be increased in width from 55' to 70', Lot 53 will remain 55' wide but in a slightly different location, and Lot 54 will increase from 55' to 65' wide. All appliable Lot utility connections have been revised accordingly. These three revised and proposed new Lot areas and locations are shown on the **Exhibit E** Model Home Exhibit (along with the proposed temporary parking area shown within the adjacent Lot 55 that is not being revised).

I. The second part of this request concerns changes for two previously approved names on this plat. The current Shell Pointe plat and community name will instead now be named Ardisia Park, and the name of the primary roadway through this plat area will be revised to be Junonia Boulevard from its previously approved Shell Pointe Boulevard name, with the reason given for these name changes being copyright issues. Those name revisions (along with the above 3 Lot revisions) are shown throughout various sheets of the 20 sheet revised plat now provided as **Exhibit F**.

J. These new plat and lot revisions have been reviewed and approved on behalf of the City by the same independent surveyor that performed those services for the currently approved plat.

K. The Planning and Zoning is scheduled to hear this same request at their September 9, 2024 meeting, and results of their recommendation to the Commission will be provided at this meeting. This request is also scheduled to be heard with a concurrent request for the City to approve a Proportionate Fair Share Agreement (PFSA) for the off-site roadway improvements required for impacts by the complete development of the Ardisia Park (formerly known as Shell Pointe) PUD Phases 1 through 4 residential subdivision, for the total of $2,035,346.20, as a separate agenda item.

Recommendation

Staff recommends the City Commission vote to approve the above listed minor plat revisions and authorize the Mayor to execute the Contract for Plat Recording on behalf of the City.

Fiscal Analysis:
N/A

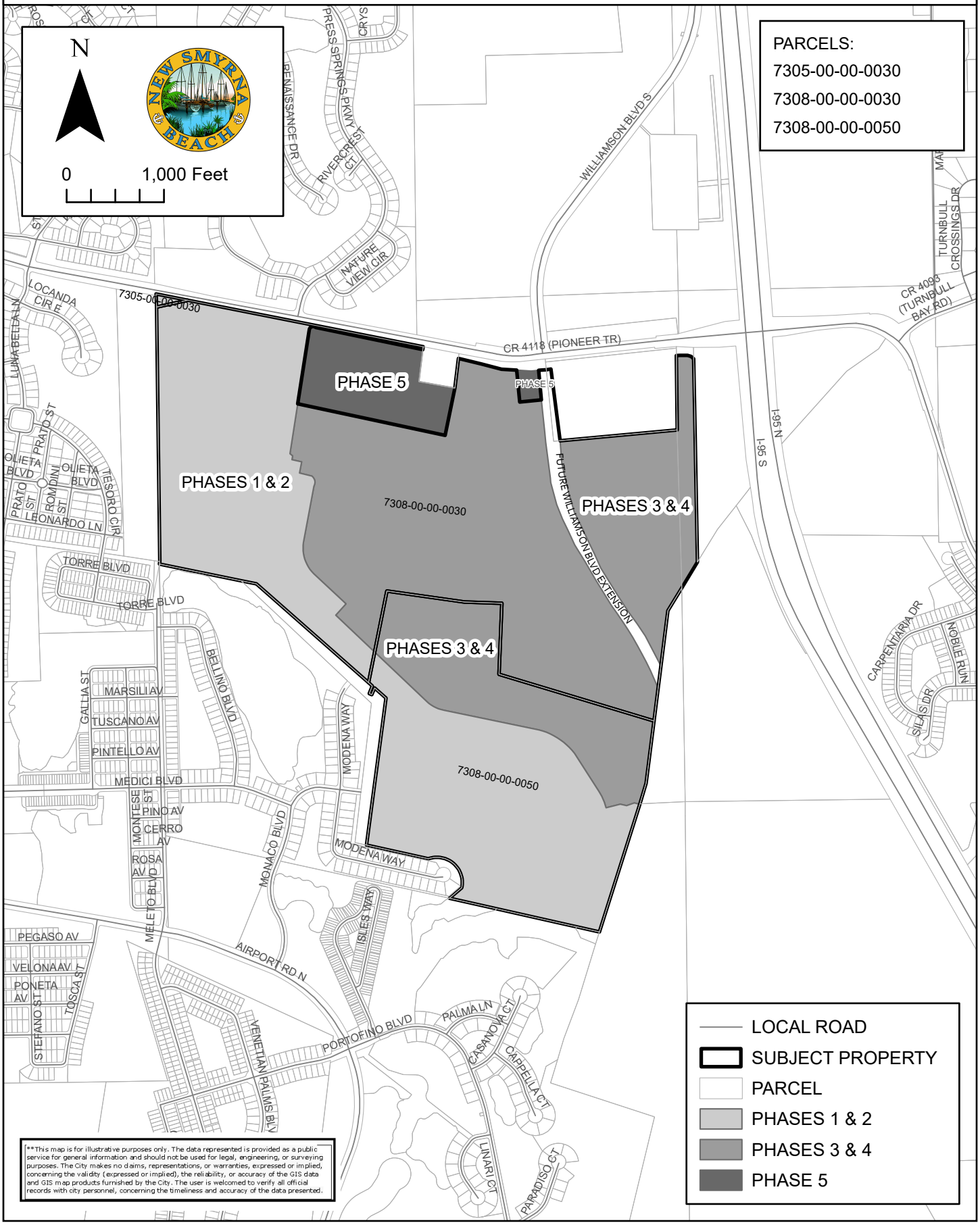
Strategic Plan Item:
No

Staff Report Created By: Jeff Gove - Chief Planner

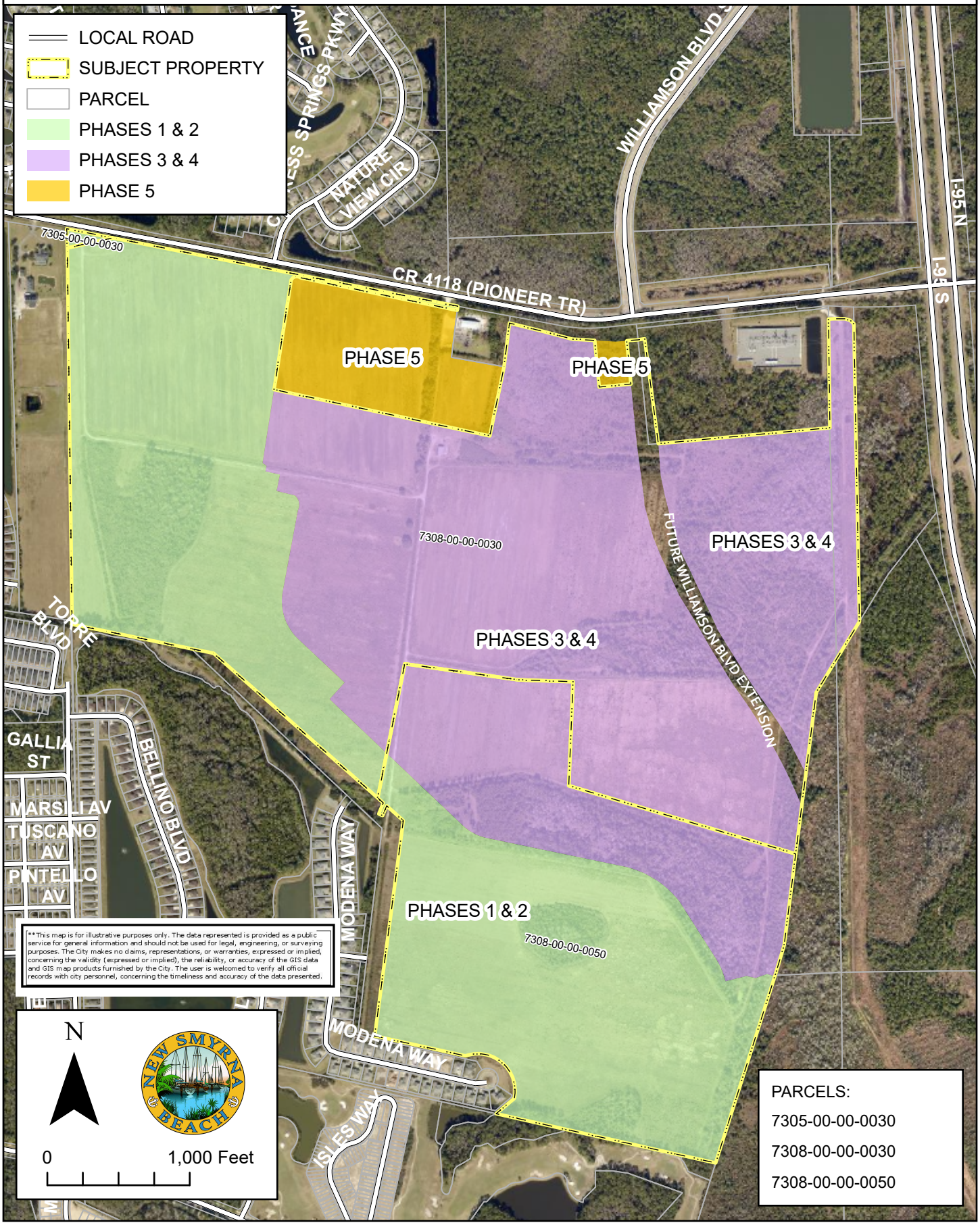
Attachments:

Ex. A - Location Map S-3-22.pdf
Ex. B - Aerial Map S-3-22.pdf
Ex. C - Ardisia Park Overall Phasing Plan 2024-08-15_.pdf
Ex. D - Boundary Survey (PH 1 & 2 only).pdf
Ex. E - MODEL HOMES - 08.15.24_.pdf
Ex. F - 1351_ArdisiaParkPhases 1&2 (08-05-24)_reduced.pdf
Ex. G Contract for Plat Recording - Ardisia Phases 1 and 2.pdf

S-3-22: SHELL POINTE (FINAL PLAT)
LOCATION MAP



S-3-22: SHELL POINTE (FINAL PLAT)
AERIAL MAP





Phase 1 & 2
210.57 Acres
319 Lots

Phase 3 & 4
270.77 Acres
368 Lots

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-C2)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	05-21-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK
PHASE 1 & 2
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

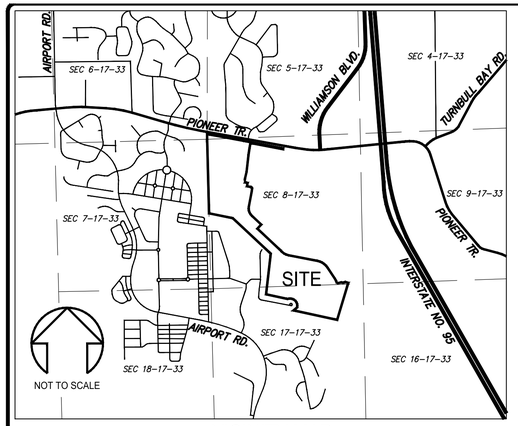
CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 11_18169-ODP
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.68357
MICHELLE KRAWCZYK WIDICK, P.E. NO. 76892
NOT VALID WITHOUT SEAL

SHEET: C11 OF 76

1800



VICINITY MAP

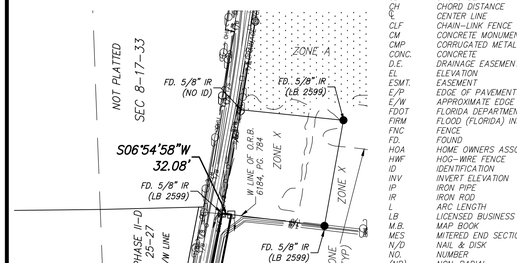
SURVEY NOTES:

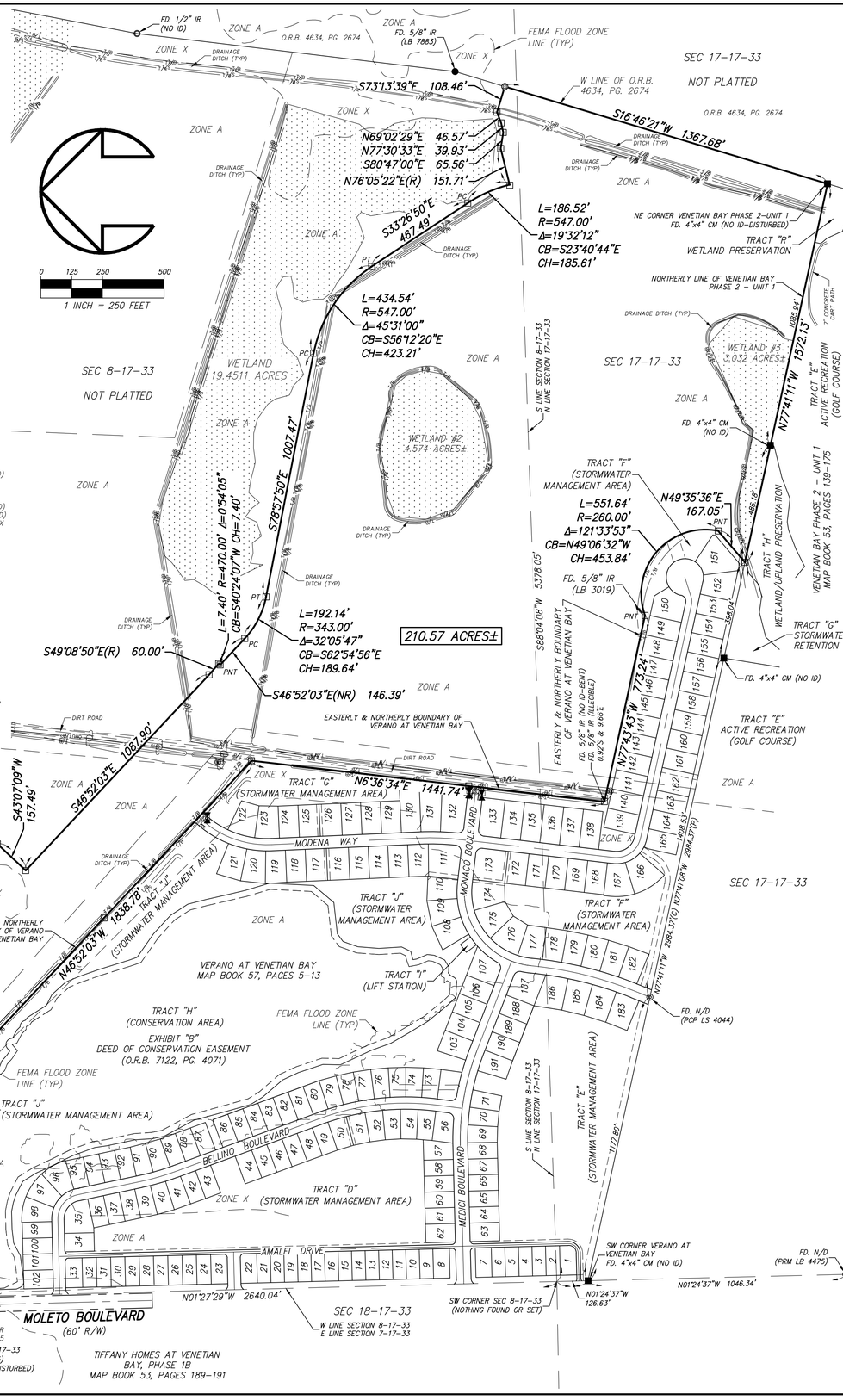
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0517J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 02/19/2014.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON WERE OBTAINED FROM ABOVE GROUND EVIDENCE AND/OR STRUCTURE DETAILS.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT ORDER NO. 9836582, DATED 09/13/2019.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AREAS WERE NOT ADDRESSED AS A PART OF THIS SURVEY. WETLANDS SHOWN HEREON WERE OBTAINED FROM A SURVEY PREPARED BY ACCURIGHT SURVEYS OF ORLANDO, INC., FILE NO. 6–17–33 NOLAND, DATED 02/09/2007, AND ARE SHOWN FOR IMFORMATIONAL PURPOSES ONLY.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
10. THE SUBJECT PROPERTY IS CONTIGUOUS ALONG ITS COMMON BOUNDARY LINES AND WITH PIONEER TRAIL, A PUBLIC VARIABLE WIDTH RIGHT–OF–WAY, ALL WITHOUT GAPS, GORES, HIATUSES AND OVERLAPS.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS	P.C.	POINT OF CURVATURE
AC	ACRES	P.C.C.	POINT OF COMPOUND CURVATURE
C&G	CURB & GUTTER	P.C.P.	PERMANENT CONTROL POINT
CB	CHORD BEARING	PG(S).	PAGE/PAGES
CH	CHORD DISTANCE	P.L.S.	PROFESSIONAL LAND SURVEYOR
℄	CENTER LINE	P.R.C.	POINT OF REVERSE CURVATURE
C.L.F	CHAIN–LINK FENCE	P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT	P.S.M.	PROFESSIONAL SURVEYOR MAPPER
C.M.P.	CORRUGATED METAL PIPE	P.T.	POINT OF TANGENCY
CONC.	CONCRETE	P.V.C.	POLYVINYL CHLORIDE PIPE
D.E.	DRAINAGE EASEMENT	R	RADIUS
EL	ELEVATION	(R)	RADIAL
ESMT.	EASEMENT	R/W	RIGHT OF WAY
E/P	EDGE OF PAVEMENT	R.C.P.	REINFORCED CONCRETE PIPE
E/W	APPROXIMATE EDGE OF WATER	SEC	SECTION–TOWNSHIP–RANGE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION	S.F.	SQUARE FEET
F.I.R.M.	FLOOD (FLORIDA) INSURANCE RATE MAP	S.R.F.	SPLIT RAIL FENCE
FNC.	FENCE	T/B	APPROXIMATE TOP OF BANK
FD.	FOUND	T/S	APPROXIMATE TOE OF SLOPE
H.O.A.	HOME OWNERS ASSOCIATION	T.B.M.	TEMPORARY BENCH MARK
H.W.F.	HOG–WIRE FENCE	U.E.	UTILITY EASEMENT
ID	IDENTIFICATION	(TYP)	TYPICAL
INV	INVERT ELEVATION	W.F.	WOOD FENCE
I.P.	IRON PIPE	W/	WITH
I.R.	IRON ROD	W.V.	WATER VALVE
L	ARC LENGTH	I.R.C.V.	IRRIGATION CONTROL VALVE
L.B.	LICENSED BUSINESS	S.S.V.	SANITARY SEWER VALVE
M.B.	MAP BOOK	C.O.	CLEAN OUT
M.E.S.	MITERED END SECTION	G.V.	GAS VALVE
N/D	NAIL & DISK	B.F.P.	BACK FLOW PREVENTOR
NO.	NUMBER	F.H.	FIRE HYDRANT
(NR)	NON–RADIAL	F.P.C.	FIRE PLUG/CONNECTION
O.R.B.	OFFICIAL RECORDS BOOK	F.P.	FLAG POLE
O.H.U.	OVER–HEAD UTILITIES	M.B.	MAIL BOX
P.B.	PLAT BOOK	S.P.S.	SINGLE POLE SIGN

●	BOLLARD
△	CENTRAL ANGLE
⊹	BREAK LINE
□	SET 4"x4" CM (LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
◉	SET N/D (LB 4335)
◉	FOUND N/D (AS NOTED)
◉	SET 5/8" IRC (LB 4335)
◉	FOUND IRON ROD (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
⊡	CABLE TELEVISION RISER BOX
⊡	ELECTRIC METER
⊡	ELECTRIC JUNCTION BOX
⊡	FIBER–OPTIC JUNCTION BOX
⊡	GAS METER
⊡	RECLAIMED WATER METER
⊡	TELEPHONE JUNCTION BOX
⊡	WATER METER
⊡	WIRE PULL BOX
⊡	TRAFFIC SIGNAL BOX
◇	WOOD UTILITY POLE
◇	CONCRETE UTILITY POLE
◇	GUY POLE
◇	GUY ANCHOR
☼	LIGHT POLE
⊞	GUTTER INLET/GRATE
⊞	CATCH BASIN/YARD DRAIN
⊙	STORM MANHOLE
⊙	ELECTRIC MANHOLE
⊙	SANITARY MANHOLE
⊙	TELEPHONE MANHOLE
⊙	WELL
△	FIBER–OPTIC CABLE MARKER
△	GAS LINE MARKER
⋈	MITERED END SECTION





0 125 250 500

1 INCH = 250 FEET

LEGAL DESCRIPTION:

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT–OF–WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT–OF–WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 145.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 56.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 613.19 FEET; THENCE S13°29'38"W, A DISTANCE OF 237.37 FEET; THENCE S10°53'38"W, A DISTANCE OF 60.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 95.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 142.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO A THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 198.77 FEET; THENCE S46°52'51"E, A DISTANCE OF 1089.55 FEET; THENCE S50°30'18"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 00°31'14", A CHORD BEARING OF S39°14'05"W AND A CHORD DISTANCE OF 8.81 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.81 FEET TO A POINT ON A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'51"E, A DISTANCE OF 50.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 32°04'59", A CHORD BEARING OF S62°55'20"E AND A CHORD DISTANCE OF 251.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 254.78 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1049.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 421.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 432.96 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 184.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.83 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 – UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139–175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 – UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5–13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N46°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189–191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"E, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 210.57 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2023.02.15 08:04:29 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

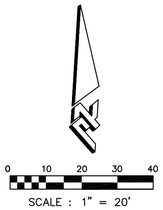
REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
N/A	02/15/23	LAT	ADDED ACREAGE TO DESCRIPTION AND DRAWING.	LHD

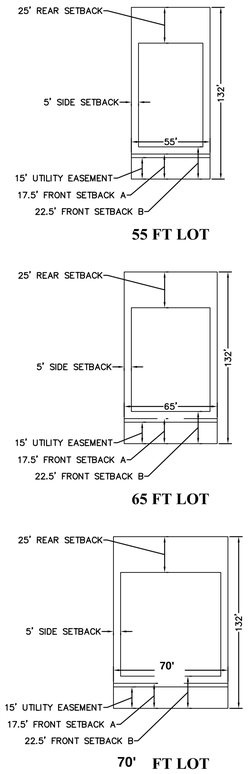
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

BOUNDARY SURVEY				PROJECT #	1351
DRAWN BY: LAT	DRAW DATE: 05/02/22	CHECKED BY: LHD	SCALE: 1" = 250'	FILE NAME: 1351_surbndry–phase1.dwg	
CREW: 10,BB,BT	FIELD DATE: 04/18/22	F.B./PG.: 217/65–72; 234/42–51,71–72;237/38–46,51–58,71		SHEET	1 OF 1

Drawing name: N:\JOBS\1351 – Malan Property–Star Florida_Survey\Cad 3D–Data\1351_surbndry–phase1.dwg Feb 15, 2023 8:21am







LOT DIMENSIONING NOTES:
1. 15 FT SIDE SETBACK WHEN ADJACENT TO STREETS.
2. 10 FT SIDE SETBACK WHEN LOTS HOST HALF OF A REQUIRED 20' DRAINAGE EASEMENT.
3. 5 FT SIDE SETBACK SHALL BE MEASURED TO THE EDGE OF EAVE WHEN ABUTTING ANOTHER LOT.
4. CORNER LOTS SHALL BE 15% WIDER THAN MINIMUM FRONTAGES SHOWN IN DETAILS.
5. FRONT SETBACK A – 17.5 FT FOR PORCH AND/OR LIVING AREA.
6. FRONT SETBACK B – 22.5 FT FOR GARAGE.
7. MAXIMUM BUILDING/LOT IMPERVIOUS COVERAGE = 50%.

TYPICAL LOT LAYOUTS
NTS

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
9	00-00-00	???	ISSUE/REVISION

ARDISIA PARK
PHASE 1 & 2
FINAL ENGINEERING PLANS
MODEL HOME EXHIBIT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: MODEL HOMES - 08.15.24
XREF'S: 18169_BAS.DWG
XREF'S: ---

MELIA L. RUSSELL, P.E., NO.68357
MICHELLE KRAWCZYK WIDICK, P.E. NO. 76892
NOT VALID WITHOUT SEAL

SHEET: 1 OF 1

R:\18169 – SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\WGS\EXHIBITS\MODEL HOMES – 08.15.24.DWG – PRINTED 8/15/2024 3:51 PM

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 56.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 145.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 629.04 FEET; THENCE S10°53'38"W, A DISTANCE OF 281.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 107.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 118.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO A THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 157.49 FEET; THENCE S46°52'03"E, A DISTANCE OF 1087.90 FEET; THENCE S49°08'50"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF S40°24'07"W AND A CHORD DISTANCE OF 7.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'03"E, A DISTANCE OF 146.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF S62°54'56"E AND A CHORD DISTANCE OF 189.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 423.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 185.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 - UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139-175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 - UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5-13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N46°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"W, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 210.57 ACRES, MORE OR LESS.

TRACT TABLE

TRACT NAME	PURPOSE	ACREAGE
TRACT A	ADDITIONAL RIGHT-OF-WAY DEDICATION	2.008
TRACT B	STORM WATER MANAGEMENT	10.545
TRACT C	STORM WATER MANAGEMENT	4.728
TRACT D	STORM WATER MANAGEMENT	3.969
TRACT E	STORM WATER MANAGEMENT	4.008
TRACT F	STORM WATER MANAGEMENT	4.098
TRACT G	STORM WATER MANAGEMENT	6.421
TRACT H	STORM WATER MANAGEMENT	3.418
TRACT I	STORM WATER MANAGEMENT	23.184
TRACT J	STORM WATER MANAGEMENT	3.871
TRACT K	STORM WATER MANAGEMENT	1.455
TRACT L	STORM WATER MANAGEMENT	9.018
TRACT M	LIFT STATION	0.052
TRACT N	LIFT STATION	0.063
TRACT O	LIFT STATION	0.057
TRACT P	OPEN SPACE	0.407
TRACT Q	OPEN SPACE	1.263
TRACT R	OPEN SPACE	0.742
TRACT S	OPEN SPACE	4.535
TRACT T	STORM WATER MANAGEMENT	0.129
TRACT U	STORM WATER MANAGEMENT	0.061
TRACT V	STORM WATER MANAGEMENT	0.752
TRACT W	LANDSCAPE BUFFER	0.905
TRACT X	LANDSCAPE BUFFER	0.106
TRACT Y	LANDSCAPE BUFFER	0.732
TRACT Z	LANDSCAPE BUFFER	0.549
TRACT AA	LANDSCAPE BUFFER	1.152
TRACT BB	LANDSCAPE BUFFER	1.799
TRACT CC	UTILITIES	0.813
TRACT DD	UTILITIES	1.454
TRACT EE	UTILITIES	0.102
TRACT FF	ACCESS, UTILITIES, DRAINAGE AND COMMON AREA	0.262
TRACT GG	NATURAL AREA	3.966
TRACT HH	NATURAL AREA	6.331
TRACT II	NATURAL AREA	17.379

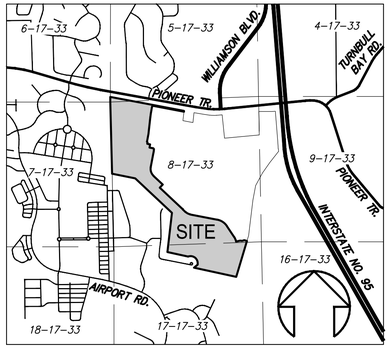
SHEET INDEX

SHEET 1:	COVER
SHEET 2:	GENERAL NOTES AND LOT DATA
SHEET 3:	KEY MAP
SHEETS 4-20:	DETAIL SHEETS

SETBACK REQUIREMENTS:

LANDSCAPE BUFFERS:
- *NORTH: 20.00'*
- *SOUTH: 20.00'*
- *EAST: 20.00'*
- *WEST: 20.00'*

BUILDING SETBACKS:
- *FRONT (LIVING & PORCHES): 17.50'*
- *FRONT (GARAGES): 22.50'*
- *REAR: 25.00'*
- *SIDE: 5.00' (FROM EDGE OF EAVE)*
- *STREET SIDE: 15.00'*
- *MINIMUM RESIDENTIAL BUILDING SPACING: 10.00' (FROM EDGE OF EAVE)*
- *MINIMUM RESIDENTIAL BUILDING SIZE: 1,500 SQ. FT.*
- *MAXIMUM RESIDENTIAL BUILDING HEIGHT: 35.00'*



VICINITY MAP: NOT TO SCALE

JOINDER AND CONSENT TO DEDICATION

MELVIN RE HOLDINGS, LLC AND SPEER RE HOLDINGS, LLC, HEREBY CERTIFY THAT THEY ARE THE HOLDERS OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK - PHASES 1 & 2, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION SHOWN ON THE PLAT OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 8444, PAGES 753-765, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO SAID DEDICATION.

MELVIN RE HOLDINGS, LLC

BY: _____ _____
NAME TITLE

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS MANAGING MEMBER OF MELVIN RE HOLDINGS, LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

SPEER RE HOLDINGS, LLC

BY: _____ _____
NAME TITLE

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS MANAGING MEMBER OF SPEER RE HOLDINGS, LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY, THAT ON _____, THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

MAP BOOK: PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK - PHASES 1 & 2, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES: (1) ALL STREETS SHOWN OR DESCRIBED HEREON TO THE PERPETUAL USE OF THE PUBLIC; (2) TRACT A IN FEE SIMPLE TO THE COUNTY OF VOLUSIA FOR THE PURPOSE OF ROAD RIGHT-OF-WAY; (3) TRACTS B, C, D, E, F, G, H, I, J, K, L, T, U AND V TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR STORM WATER MANAGEMENT WITH AN EASEMENT FOR DRAINAGE PURPOSES FROM ROADWAYS DEDICATED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS B, C, D, E, F, G, H, I, J, K AND L; (4) TRACTS M, N AND O IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (UCNSB) FOR SANITARY LIFT STATIONS; (5) TRACTS P, Q, R AND S TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR OPEN SPACE, TO BE CONVEYED BY SEPARATE INSTRUMENT; (6) TRACTS W, X, Y, Z, AA AND BB TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR LANDSCAPE BUFFERS; (7) TRACTS CC, DD AND EE TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS CC, DD AND EE FOR PROPER USE AND PURPOSES; (8) TRACT FF TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, UTILITIES, DRAINAGE AND COMMON AREA, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACT FF FOR PROPER USE AND PURPOSES; (9) TRACTS GG, HH AND II TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR NATURAL AREAS; (10) ALL POTABLE WATER, RECLAIMED WATER, SANITARY SEWER MAINS, SANITARY FORCE MAINS AND ELECTRIC CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.

IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 20_____.

BY: TAYLOR MORRISON OF FLORIDA, INC.
2600 LAKE LUCIEN DR., SUITE 350
MAITLAND, FL 32751

BY: _____
PRINTED NAME: _____

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____

PRINTED NAME: _____ PRINTED NAME: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON JULY 13, 2017, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE ATTACHED PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE REQUIREMENTS OF 5J-17.050 THROUGH 5J-17.052 FAC, MINIMUM TECHNICAL STANDARDS; THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, F.S., AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

_____ DATE _____
LEE H. DOWST, P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 3445
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY CTY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

REVIEW OF SURVEYOR AND MAPPER FOR THE CITY OF NEW SMYRNA BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND HAVE PROVIDED BOTH THE CITY OF NEW SMYRNA BEACH AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SAID REQUIREMENTS.

_____ DATE: _____
(PRINTED NAME)

_____ P.S.M. NO. _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____.

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 20

NO.	DATE	APPR.	REVISION
11	08/05/24	LHD	ADDED PEDESTRIAN ACCESS EASEMENT WITHIN TRACT CC.
10	08/02/24	LHD	REVISED PLAT NAME AND HOMEOWNERS ASSOCIATION NAME.
9	07/29/24	LHD	REVISED PER CITY COMMENTS.
8	06/21/24	LHD	REVISED LOT AND TRACT AREAS.
7	06/08/24	LHD	REVISED LOTS 172-182 PER NEW SITE PLAN AND COMMENTS.
6	05/03/24	LHD	REVISED LOTS 52, 53 AND 54 PER NEW SITE PLAN.
5	05/15/23	LHD	REVISED LOTS 105-111 AND LOTS 296-300 PER NEW SITE PLAN LAYOUT.
4	05/05/23	LHD	REVISED GENERAL NOTES.
3	04/27/23	LHD	REVISED PER NEW SMYRNA BEACH UTILITIES REVIEW COMMENTS.
2	04/10/23	LHD	REVISED PER 3RD PARTY REVIEW AND COMMENTS.
1	03/14/23	LHD	REVISED DEDICATION AND CHANGED TRACTS P-S FROM COMMON AREA TO OPEN SPACE.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
N/A	LAT	LAT	LHD
	DATE	DATE	DATE
	09/06/22		
	BY		BY

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 1
RECORD PLAT

Drawing name: X:\JAMES\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 31 Aug 05, 2024 10:38am by: mlb

1803

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
1	10,426.96
2	7,260.00
3	7,260.00
4	7,260.00
5	7,260.00
6	7,260.00
7	7,260.00
8	7,485.58
9	8,476.31
10	10,650.97
11	10,848.31
12	8,333.44
13	8,333.44
14	7,967.62
15	7,260.00
16	8,199.25
17	8,333.44
18	8,333.44
19	8,333.44
20	8,333.44
21	8,333.44
22	8,333.44
23	7,540.34
24	7,260.00
25	7,260.00
26	7,920.00
27	7,920.00
28	7,260.00
29	7,260.00
30	7,641.37
31	8,333.44
32	8,333.44
33	8,333.44
34	8,333.44
35	8,333.44
36	8,333.44
37	8,173.71
38	7,260.00
39	7,260.00
40	7,860.04
41	8,333.44
42	8,333.44
43	8,333.44
44	8,333.44
45	8,333.44
46	8,597.04
47	7,920.00
48	7,581.68
49	8,333.44
50	8,333.44
51	10,837.42
52	10,053.07
53	7,260.00
54	8,580.00
55	7,260.00
56	7,260.00
57	7,260.00
58	7,554.75
59	9,873.33
60	9,873.33
61	9,199.65
62	7,260.00
63	10,244.92
64	10,790.31
65	9,873.33
66	7,841.09
67	7,260.00
68	7,260.00
69	7,920.00
70	7,920.00
71	7,260.00
72	7,260.00
73	8,638.92
74	9,873.33
75	9,873.33
76	8,041.83
77	7,260.00
78	7,524.31
79	9,873.33
80	9,873.33

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
81	8,115.49
82	7,260.00
83	8,328.48
84	9,873.33
85	10,033.85
86	8,580.00
87	8,580.00
88	8,580.00
89	8,580.00
90	8,580.00
91	8,580.00
92	8,580.00
93	8,580.00
94	8,580.00
95	8,580.00
96	8,580.00
97	8,580.00
98	8,580.00
99	9,296.93
100	9,329.26
101	9,329.26
102	11,218.51
103	11,386.08
104	9,329.26
105	9,084.68
106	8,580.00
107	8,580.00
108	8,580.00
109	8,580.00
110	9,240.00
111	9,240.00
112	8,580.00
113	8,580.00
114	8,580.00
115	8,580.00
116	8,580.00
117	8,580.00
118	8,580.00
119	8,580.00
120	8,580.00
121	8,580.00
122	8,580.00
123	9,874.38
124	9,169.49
125	7,260.00
126	8,209.10
127	8,212.13
128	7,260.00
129	7,260.00
130	7,260.00
131	12,248.41
132	7,834.84
133	7,834.84
134	7,834.84
135	7,834.84
136	7,834.84
137	7,834.84
138	8,648.24
139	9,129.80
140	9,129.80
141	9,129.80
142	9,129.80
143	9,129.80
144	9,088.74
145	7,260.00
146	11,104.39
147	8,895.17
148	9,668.17
149	9,668.17
150	9,668.17
151	9,668.17
152	9,668.17
153	9,567.31
154	8,624.68
155	9,280.04
156	9,280.04
157	8,777.15
158	9,522.39
159	9,522.39
160	9,522.39

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
161	9,522.39
162	9,522.39
163	9,845.65
164	12,610.24
165	11,908.30
166	11,908.30
167	11,908.30
168	11,908.30
169	11,908.30
170	10,630.51
171	10,560.00
172	10,560.00
173	10,560.00
174	10,560.00
175	10,619.59
176	11,626.20
177	11,626.20
178	11,626.20
179	11,626.20
180	11,626.20
181	11,626.20
182	11,626.20
183	11,626.20
184	11,626.20
185	10,769.38
186	10,560.00
187	10,560.00
188	10,560.00
189	10,560.00
190	10,560.00
191	11,581.25
192	11,626.20
193	11,626.20
194	11,626.20
195	10,962.92
196	10,560.00
197	10,560.00
198	10,560.00
199	10,560.00
200	10,560.00
201	10,560.00
202	10,560.00
203	10,560.00
204	10,560.00
205	10,560.00
206	10,560.00
207	10,560.00
208	11,789.52
209	11,759.76
210	11,212.31
211	13,153.21
212	14,941.14
213	11,409.18
214	11,409.18
215	11,409.18
216	10,670.43
217	11,220.00
218	11,220.00
219	10,560.00
220	10,560.00
221	10,560.00
222	10,560.00
223	10,560.00
224	10,560.00
225	10,560.00
226	10,560.00
227	10,560.00
228	11,240.24
229	12,287.71
230	12,287.71
231	10,817.41
232	10,560.00
233	10,560.00
234	10,560.00
235	10,560.00
236	10,565.59
237	12,287.71
238	12,287.71
239	12,287.71
240	12,287.71

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
241	12,295.61
242	10,593.49
243	10,560.00
244	10,560.00
245	11,220.00
246	11,220.00
247	10,560.00
248	13,173.75
249	13,264.54
250	13,264.54
251	10,830.74
252	11,393.75
253	11,393.75
254	11,393.75
255	11,393.75
256	11,393.75
257	12,107.21
258	12,107.21
259	11,293.34
260	11,305.13
261	12,048.29
262	13,264.54
263	11,357.94
264	10,130.16
265	8,164.21
266	8,164.21
267	8,164.21
268	8,164.21
269	8,164.21
270	8,164.21
271	8,164.21
272	8,164.21
273	8,164.21
274	8,164.21
275	7,987.70
276	8,087.75
277	9,307.70
278	7,260.00
279	7,260.00
280	7,260.00
281	7,260.00
282	7,260.00
283	9,211.25
284	9,652.40
285	7,260.00
286	8,098.00
287	8,098.00
288	7,260.00
289	7,260.00
290	9,917.95
291	11,136.35
292	8,580.00
293	8,580.00
294	8,580.00
295	8,580.00
296	8,580.00
297	8,580.00
298	8,580.00
299	8,580.00
300	8,580.00
301	9,183.11
302	9,721.42
303	9,721.42
304	9,721.42
305	9,721.42
306	8,936.23
307	8,580.00
308	8,580.00
309	8,580.00
310	8,580.00
311	8,580.00
312	8,580.00
313	8,580.00
314	8,580.00
315	8,580.00
316	8,580.00
317	8,580.00
318	8,580.00
319	10,212.78

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) (1990 ADJUSTMENT), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0051 7J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF FEBRUARY 19, 2014, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREADETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.2808333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. ALL CURVILINEAR LINES SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
6. NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. ALL LOTS AND TRACTS ARE SUBJECT TO A UTILITY EASEMENT ALONG THE FRONT AND STREET SIDE LOT LINES ABUTTING ALL ROAD RIGHT-OF-WAYS AS SHOWN HEREON.
8. THE COVENANTS AND RESTRICTIONS FOR ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. THE ARTICLES OF INCORPORATION OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON APRIL 20, 2024, AND ASSIGNED DOCUMENT NUMBER N23000011589 WITH THE FLORIDA DEPARTMENT OF STATE, AS AMENDED.
10. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. TRACT A IS HEREBY DESIGNATED FOR ADDITIONAL RIGHT-OF-WAY DEDICATION TO BE CONVEYED IN FEE SIMPLE TO THE COUNTY OF VOLUSIA.
12. TRACTS B, C, D, E, F, G, H, I, J, K, L, T, U, AND V ARE HEREBY DESIGNATED FOR STORM WATER MANAGEMENT AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
13. TRACTS M, N, AND O ARE HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF LIFT STATIONS TO BE CONVEYED IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
14. TRACTS P, Q, R AND S ARE HEREBY DEDICATED AS COMMON AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.
15. TRACTS W, X, Y, Z, AA AND BB ARE HEREBY DESIGNATED FOR LANDSCAPE BUFFERS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.
16. TRACTS CC, DD AND EE ARE HEREBY DESIGNATED FOR UTILITIES. SAID TRACTS ARE SUBJECT TO AN EASEMENT FOR ACCESS AND UTILITIES GRANTED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
17. TRACT FF IS HEREBY DESIGNATED FOR ACCESS, UTILITIES, DRAINAGE AND COMMON AREA. SAID TRACT IS SUBJECT TO AN EASEMENT FOR ACCESS AND UTILITIES GRANTED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
18. TRACTS GG, HH AND II ARE HEREBY DESIGNATED FOR NATURAL AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. THESE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
19. ALL SIDE LOT LINES ARE SUBJECT TO A 2.50 FOOT DRAINAGE EASEMENT FOR THE PURPOSE OF MAINTENANCE OF DRAINAGE FACILITIES, WITH FOREGOING EASEMENTS RESERVED AND DEDICATED TO ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.
20. THIS PLAT CONTAINS A TOTAL OF 37 TRACTS.
21. THIS PLAT CONTAINS 319 LOTS WITH A MINIMUM LOT SIZE OF 7,260.00 SQUARE FEET AND AN AVERAGE LOT SIZE OF 9,417.32 SQUARE FEET.
22. THE TOTAL RIGHT-OF-WAY FOR ALL ROADWAYS WITHIN THE PLAT CONTAIN 21.210 ACRES.
23. THE TOTAL LINEAL FEET OF STREETS IS 16,605.7 LINEAL FEET.
24. ALL PERMANENT CONTROL POINTS WILL BE PLACED ONCE ROADS HAVE BEEN COMPLETED PER F.S. 177.091.9.
25. ALL LOT AND TRACT CORNERS WILL BE SET PRIOR TO ANY TRANSFER OF LOTS OR TRACTS IN ACCORDANCE WITH F.S. 177.091.9.

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 * LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
N/A	LAT	LAT	LHD

BY	DATE
	09/06/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 2

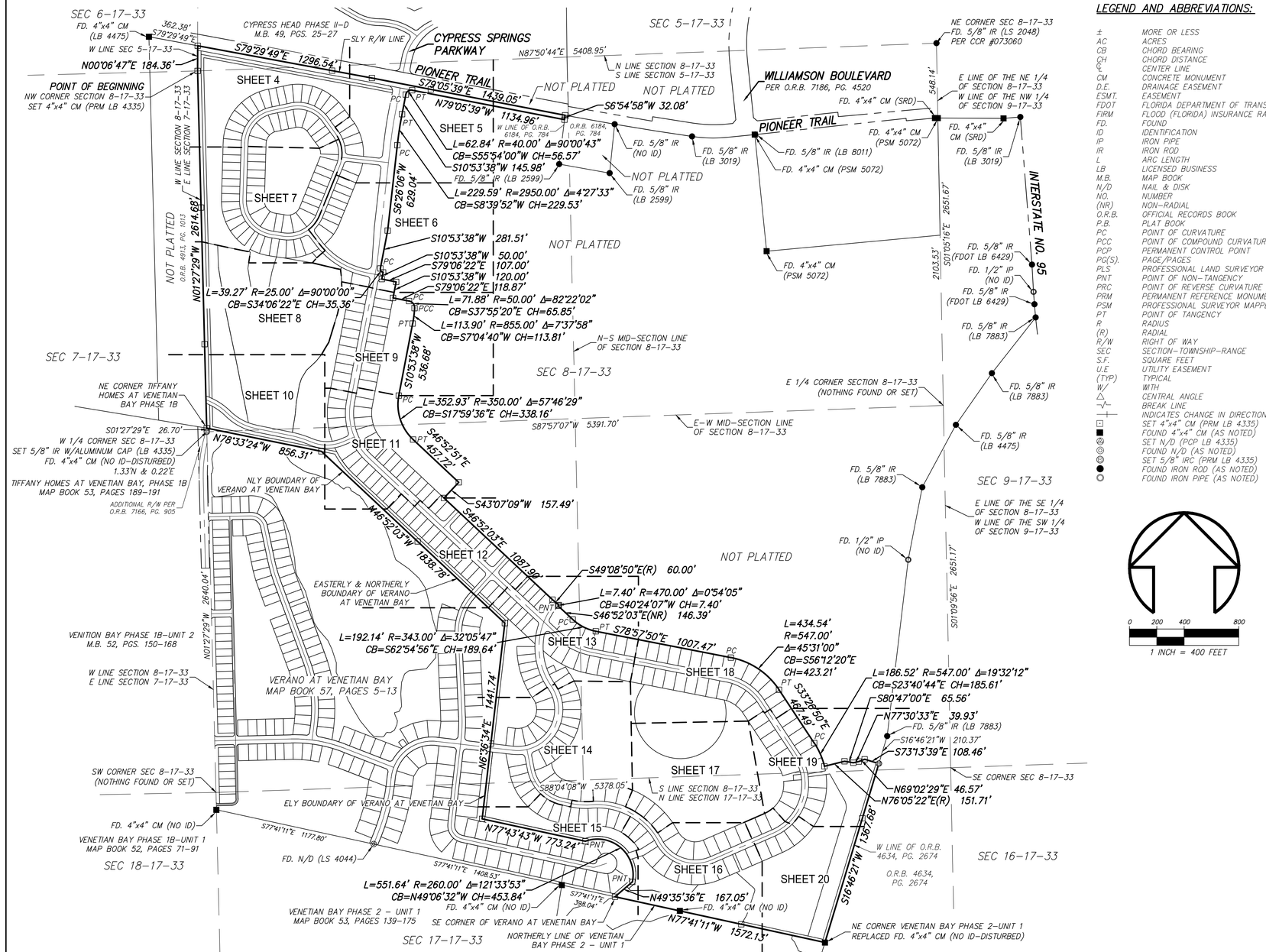
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 52 Aug 02, 2024 12:52pm by: tlhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON-RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
(TYP)	TYPICAL
W/	WITH
△	CENTRAL ANGLE
	BREAK LINE
	INDICATES CHANGE IN DIRECTION
⊡	SET 4"x4" CM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
⊛	SET N/D (PCP LB 4335)
◎	FOUND N/D (AS NOTED)
◎	SET 5/8" IRC (PRM LB 4335)
●	FOUND IRON ROD (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)

KEY SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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SHEET 3 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999 LB 4335

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	05/05/22

536 N. HALIFAX AVENUE, SUITE # 100 BY

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 3

RECORD PLAT

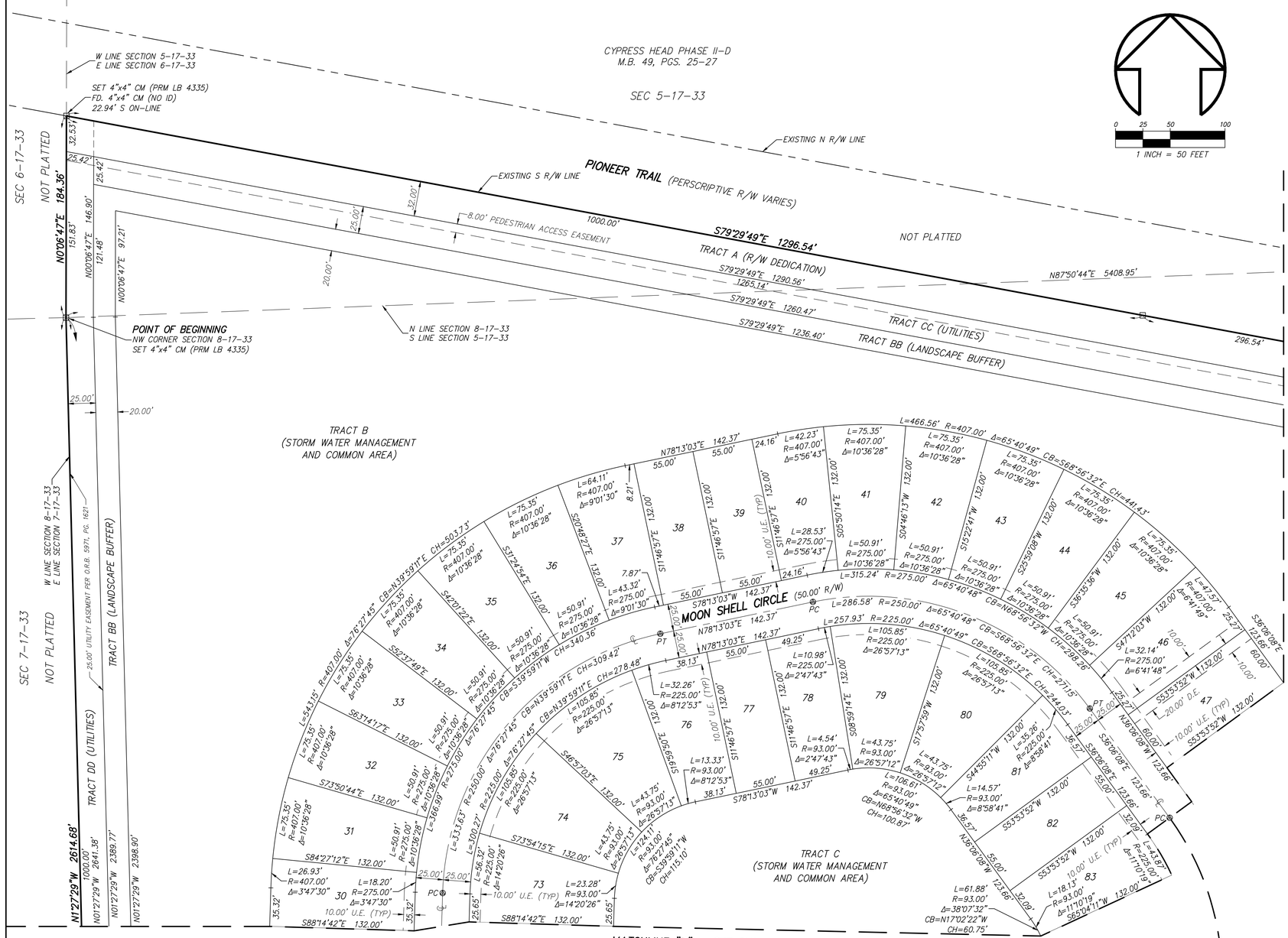
Drawing name: V:\DWGS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 53 Aug 02, 2024 12:52pm by: lhb

1805

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 4 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

BY DATE

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 4

RECORD PLAT

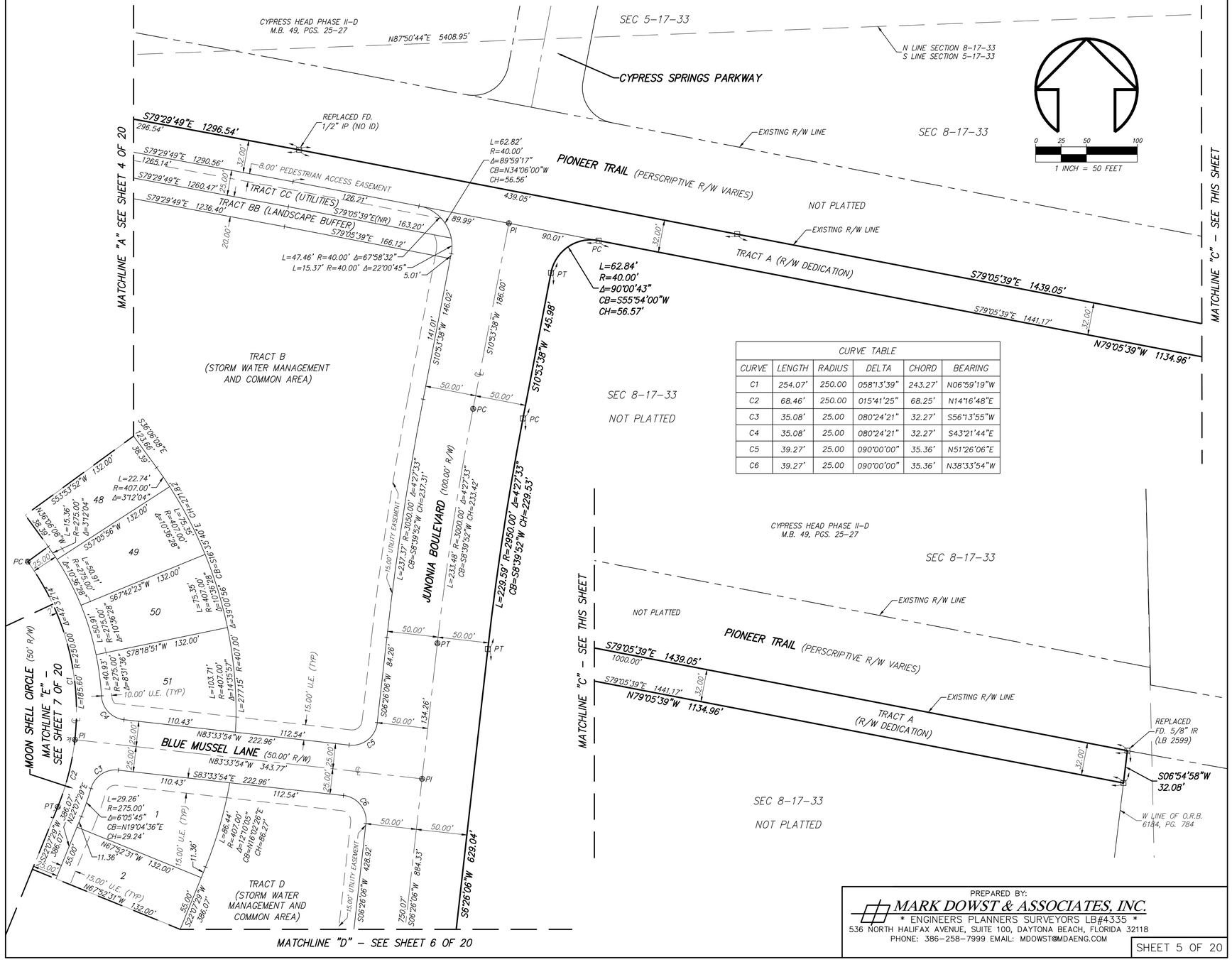
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 54 Aug 05, 2024 10:36am by: thib

1806

ARDISIA PARK - PHASES 1 & 2

MAP BOOK: PAGE:

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	254.07'	250.00	058°13'39"	243.27'	N06°59'19"W
C2	68.46'	250.00	015°41'25"	68.25'	N14°16'48"E
C3	35.08'	25.00	080°24'21"	32.27'	S56°13'55"W
C4	35.08'	25.00	080°24'21"	32.27'	S43°21'44"E
C5	39.27'	25.00	090°00'00"	35.36'	N51°26'06"E
C6	39.27'	25.00	090°00'00"	35.36'	N38°33'54"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 5 OF 20

REVISION | NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	BY	DATE
50'	LAT	LAT	LHD		05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 5

RECORD PLAT

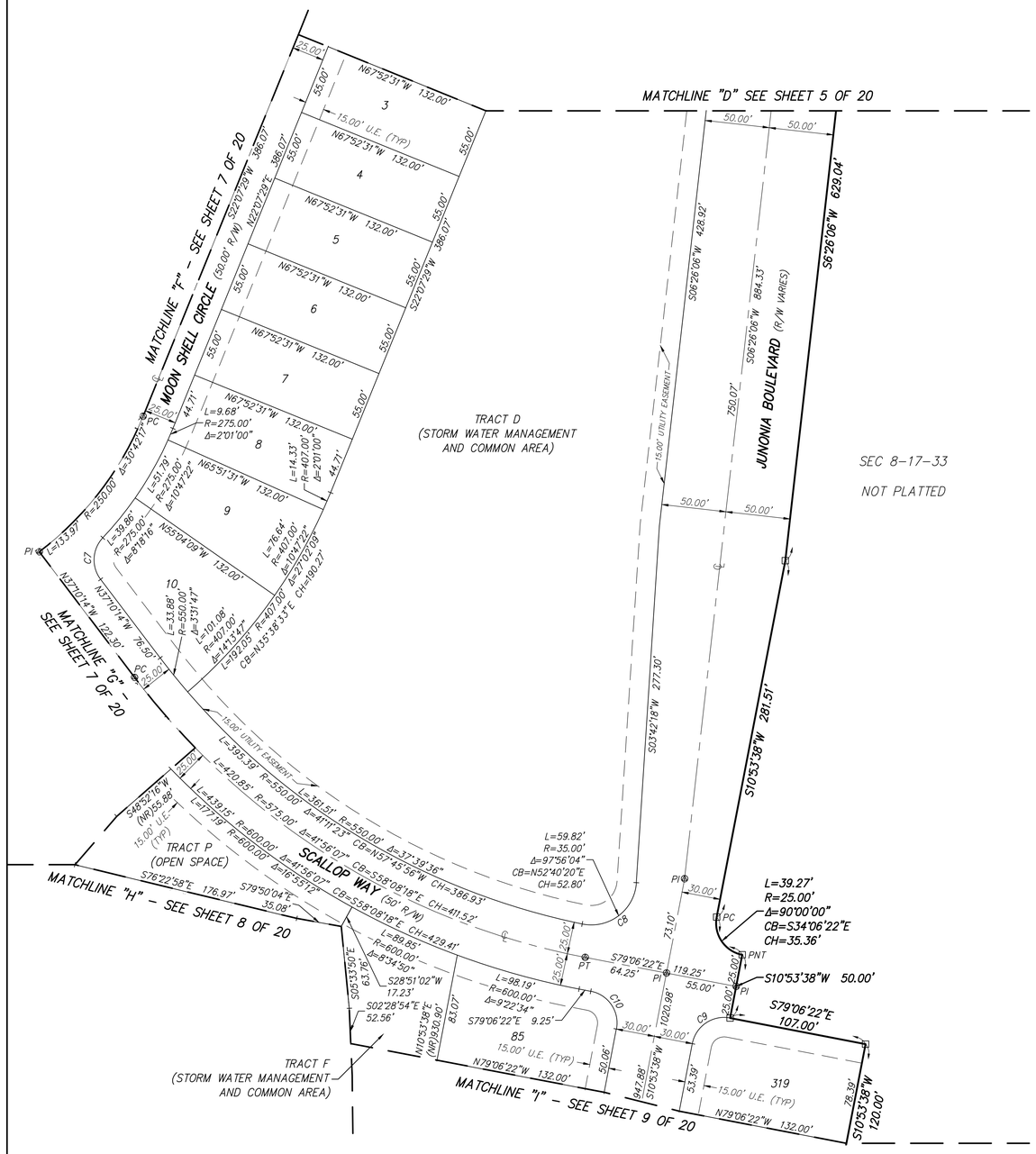
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_auxplot-PH1&2(2).dwg Plot: SS Aug 05, 2024 10:36am by: mlb

1807

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C7	35.08'	25.00	080°24'21"	32.27'	S03°01'56"W
C8	59.82'	35.00	097°56'04"	52.80'	N52°40'20"E
C9	39.27'	25.00	090°00'00"	35.36'	S55°53'38"W
C10	39.27'	25.00	090°00'00"	35.36'	N34°06'22"W

PREPARED BY:
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SHEET 6 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY	DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

6

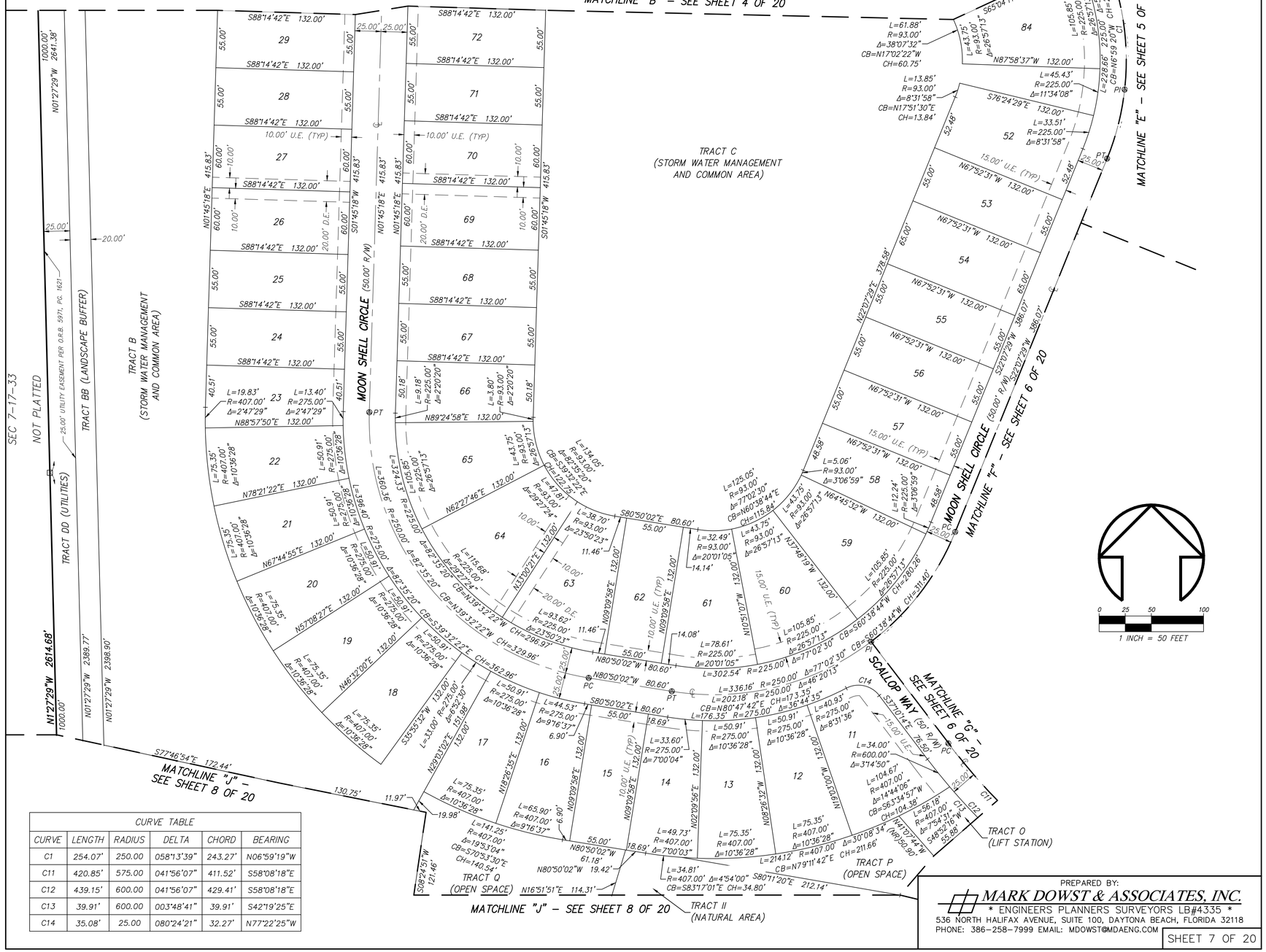
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_auxplot-PH1&2(2).dwg Plot: 96 Aug 02, 2024 12:54pm by: hhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

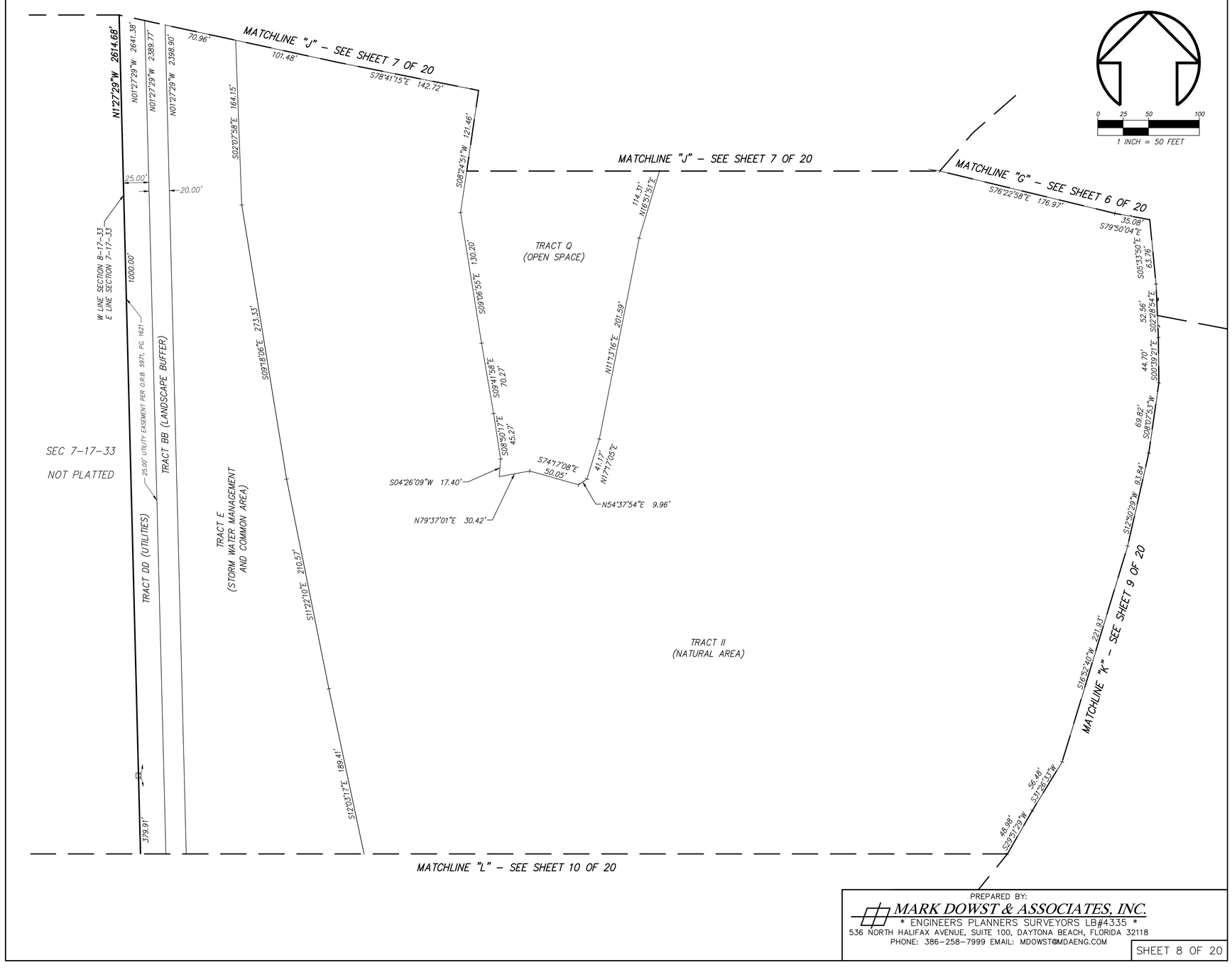
MAP BOOK: PAGE:


MATCHLINE "B" – SEE SHEET 4 OF 20
MATCHLINE "E" – SEE SHEET 5 OF 20
MATCHLINE "F" – SEE SHEET 6 OF 20
MATCHLINE "G" – SEE SHEET 6 OF 20
MATCHLINE "J" – SEE SHEET 8 OF 20
MOON SHELL CIRCLE (50.00' R/W)
SCALLOP WAY (50' R/W)
TRACT B (STORM WATER MANAGEMENT AND COMMON AREA)
TRACT C (STORM WATER MANAGEMENT AND COMMON AREA)
TRACT BB (LANDSCAPE BUFFER)
TRACT DD (UTILITIES)
TRACT O (LIFT STATION)
TRACT P (OPEN SPACE)
TRACT Q (OPEN SPACE)
TRACT II (NATURAL AREA)
NOT PLATTED
SEC 7-17-33
25.00' UTILITY EASEMENT PER O.R.B. 5971, Pg. 1621
N01°27'29"W 1000.00'
N01°27'29"W 2641.38'
N01°27'29"W 2614.68'
N01°27'29"W 2389.77'
N01°27'29"W 2398.90'
1000.00'
S77°46'54"E 172.44'
S08°24'51"W 121.46'
130.75'
11.97'
19.98'
S88°14'42"E 132.00'
N88°57'50"E 132.00'
N78°21'22"E 132.00'
N67°44'55"E 132.00'
N57°08'27"E 132.00'
N46°32'00"E 132.00'
N35°55'32"E 132.00'
N29°01'02"E 132.00'
N19°28'35"E 132.00'
N09°09'58"E 132.00'
N00°50'02"W 132.00'
N89°24'58"E 132.00'
N62°27'46"E 132.00'
N37°48'19"W 132.00'
N26°07'51"W 132.00'
N15°51'07"W 132.00'
N04°45'32"W 132.00'
N87°58'37"W 132.00'
S76°24'29"E 132.00'
N67°52'31"W 132.00'
N22°07'29"E 378.58'
S22°07'29"W 386.07'
S65°04'11"W 132.00'
N64°45'32"W 132.00'
N67°52'31"W 132.00'
S67°10'14"E 76.50'
N67°52'31"W 132.00'
S48°52'16"W 55.08'
N16°51'51"E 114.31'
S80°50'02"E 80.60'
N80°50'02"W 80.60'
S80°50'02"E 80.60'
N80°50'02"W 80.60'
S80°71'20"E 212.14'
N80°50'02"W 61.18'
N80°50'02"W 19.42'
S35°55'32"W 132.00'
S29°01'02"E 132.00'
S19°28'35"E 132.00'
S09°09'58"E 132.00'
S00°50'02"E 132.00'
S89°24'58"E 132.00'
S62°27'46"E 132.00'
S37°48'19"E 132.00'
S26°07'51"E 132.00'
S15°51'07"E 132.00'
S04°45'32"E 132.00'
S87°58'37"E 132.00'
N76°24'29"W 132.00'
S67°52'31"E 132.00'
N22°07'29"E 386.07'
N65°04'11"E 132.00'
S64°45'32"E 132.00'
S67°52'31"E 132.00'
N67°52'31"W 132.00'
N48°07'29"E 76.50'
S67°52'31"E 132.00'
N41°37'44"W 55.08'
S67°52'31"E 132.00'
N67°52'31"W 132.00'
S67°52'31"E 132.00'
N67°52'31"W 132.00'
S67°52'31"E 132.00'
N67°52'31"W 132.00

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 8 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 8

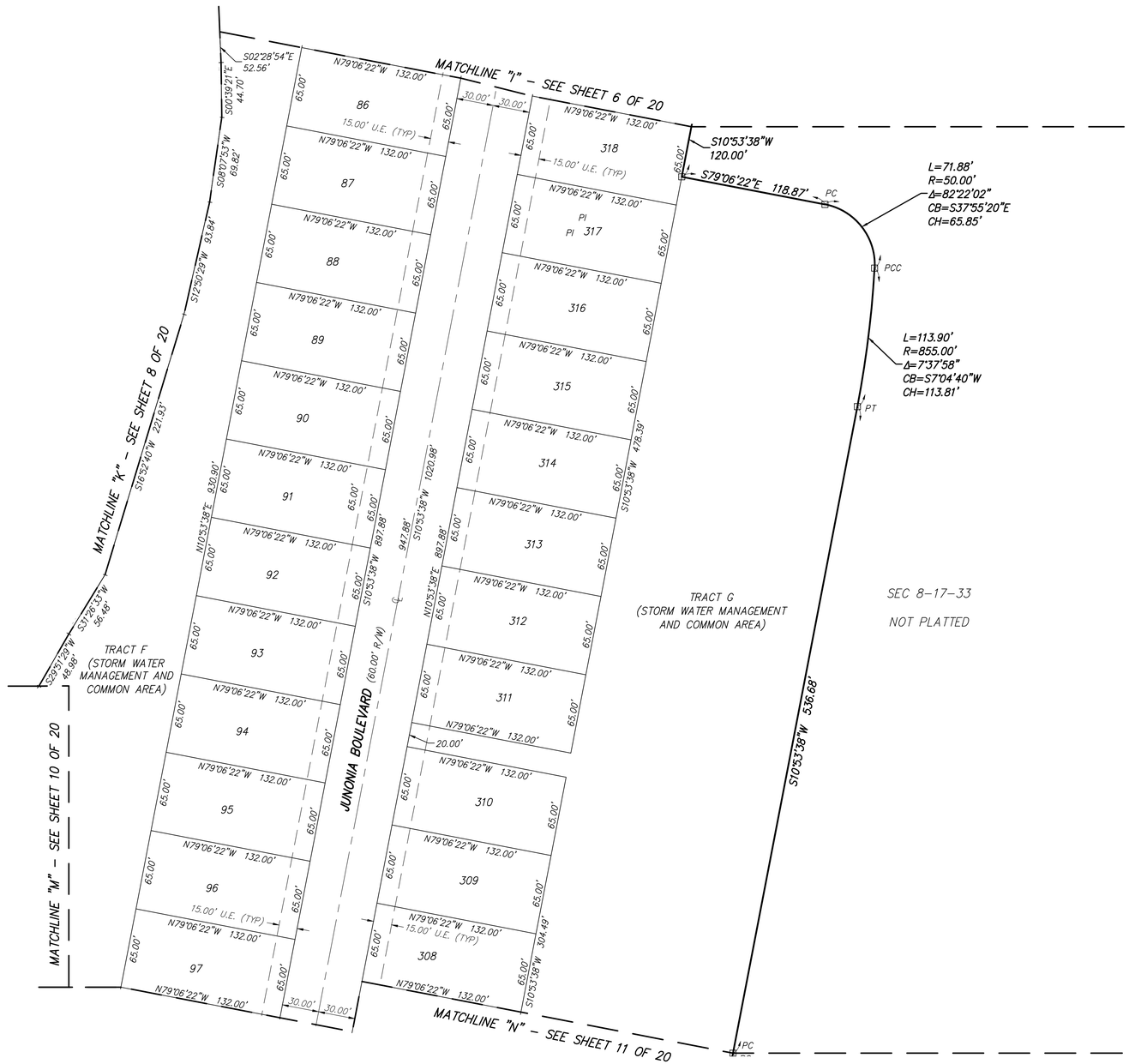
RECORD PLAT

Drawing name: k:\DWGS\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–Ph1&2(2).dwg Plot: 08 Aug 02, 2024 12:55pm by: tmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 9 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
	BY	BY	DATE 05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 9

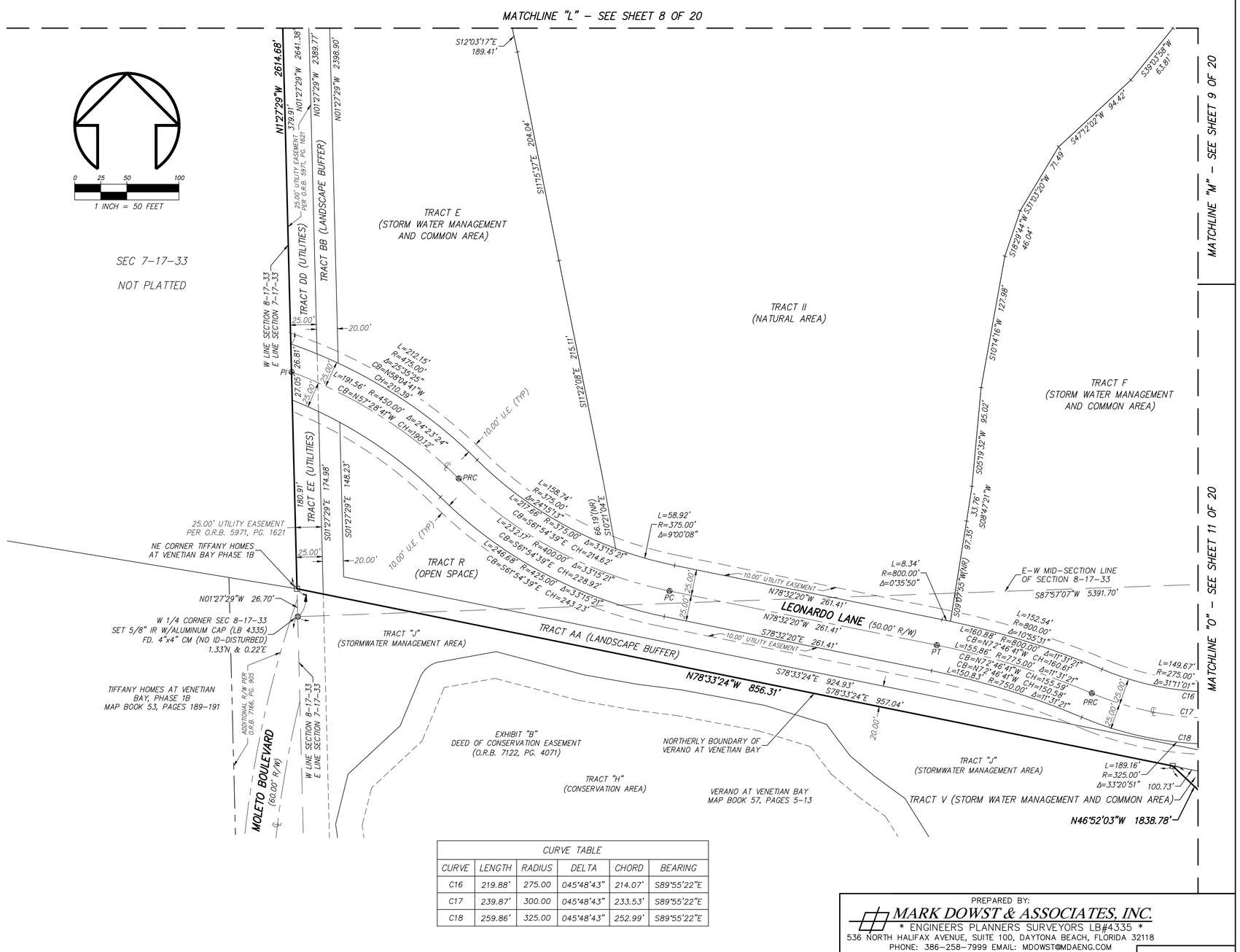
RECORD PLAT

Drawing name: k:\DWGS\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-Print&2(2).dwg Plot: 09 Aug 02, 2024 12:56pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C16	219.88'	275.00	045°48'43"	214.07'	S89°55'22"E
C17	239.87'	300.00	045°48'43"	233.53'	S89°55'22"E
C18	259.86'	325.00	045°48'43"	252.99'	S89°55'22"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 10 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
PRELIMINARY			

DATE 05/05/22
BY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

10

RECORD PLAT

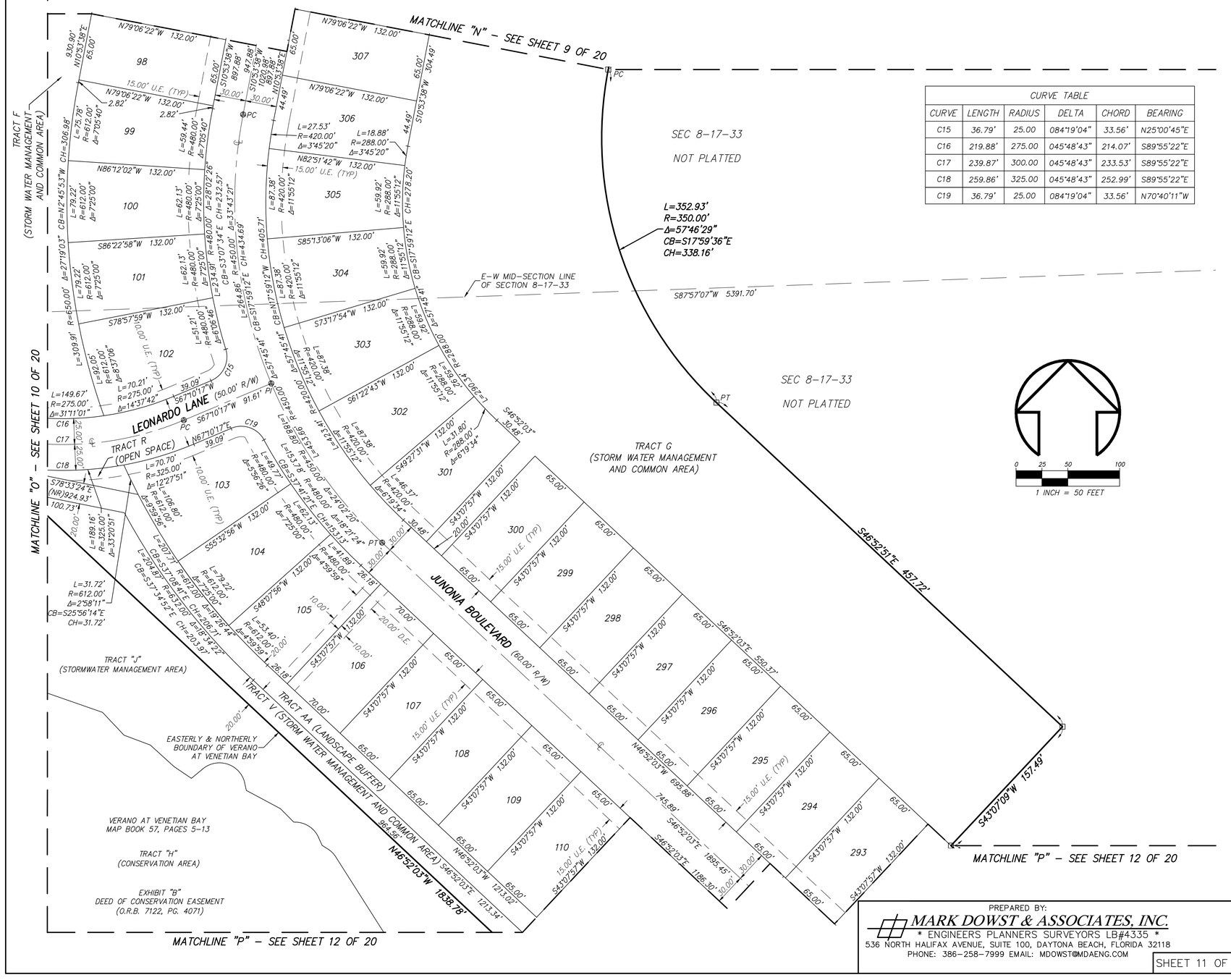
Drawing name: V:\2JMDS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–CMDs\1351_survplt–PH1&2(2).dwg Plot: 510 Aug 02, 2024 12:56pm by: lmb

1812

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C15	36.79'	25.00	084°19'04"	33.56'	N25°00'45"E
C16	219.88'	275.00	045°48'43"	214.07'	S89°55'22"E
C17	239.87'	300.00	045°48'43"	233.53'	S89°55'22"E
C18	259.86'	325.00	045°48'43"	252.99'	S89°55'22"E
C19	36.79'	25.00	084°19'04"	33.56'	N70°40'11"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 11 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 11

RECORD PLAT

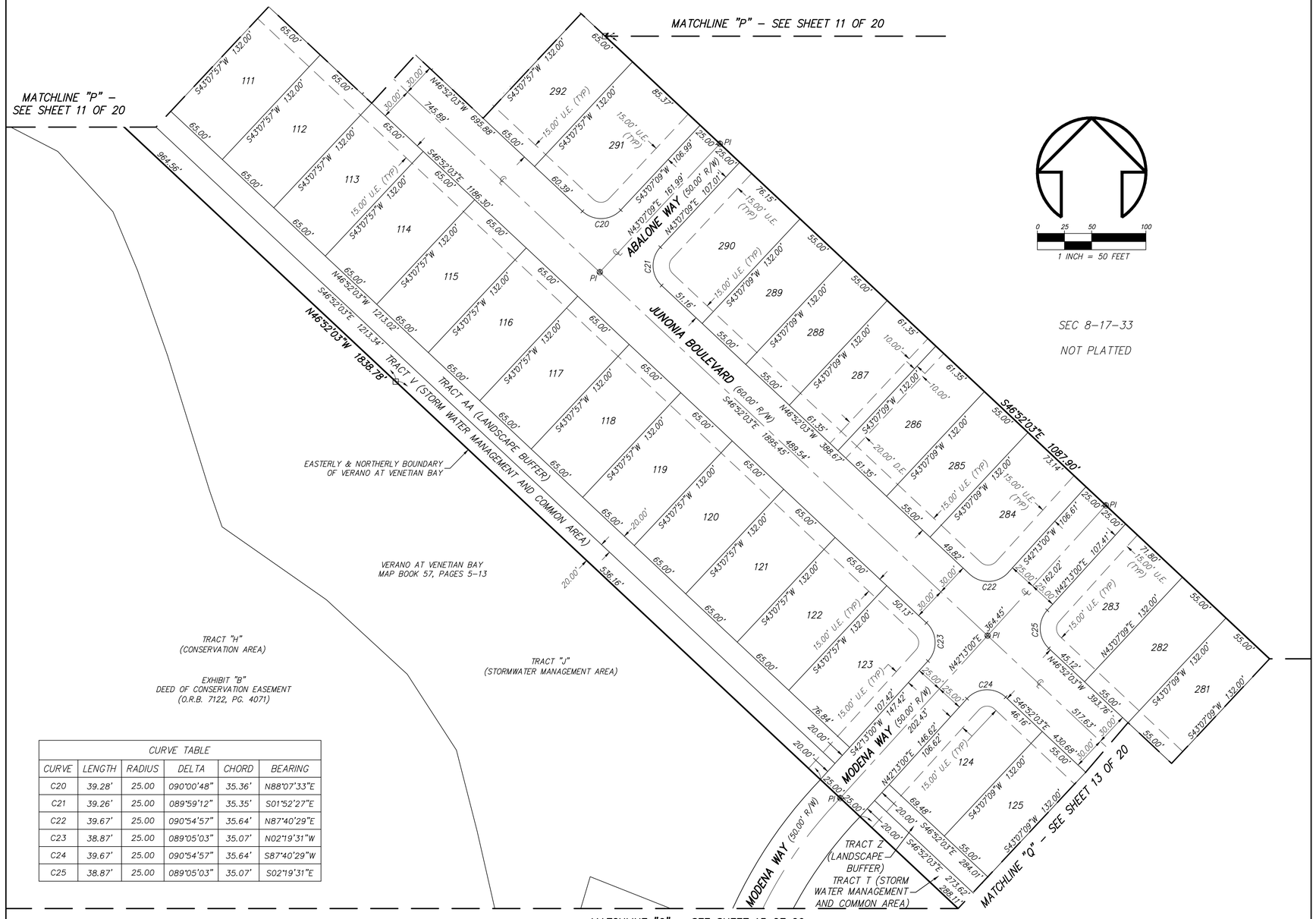
Drawing name: V:\DWGS\1351 - Melvin Property\Sheet Plots_Survey\Civil 3D-DWGs\1351_survplot-PH1&2(2).dwg Plot STI Aug 02, 2024 12:56pm by: lhlb

1813

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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C21	39.26'	25.00	089°59'12"	35.35'	S01°52'27"E
C22	39.67'	25.00	090°54'57"	35.64'	N87°40'29"E
C23	38.87'	25.00	089°05'03"	35.07'	N02°19'31"W
C24	39.67'	25.00	090°54'57"	35.64'	S87°40'29"W
C25	38.87'	25.00	089°05'03"	35.07'	S02°19'31"E

PREPARED BY:
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SHEET 12 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 12

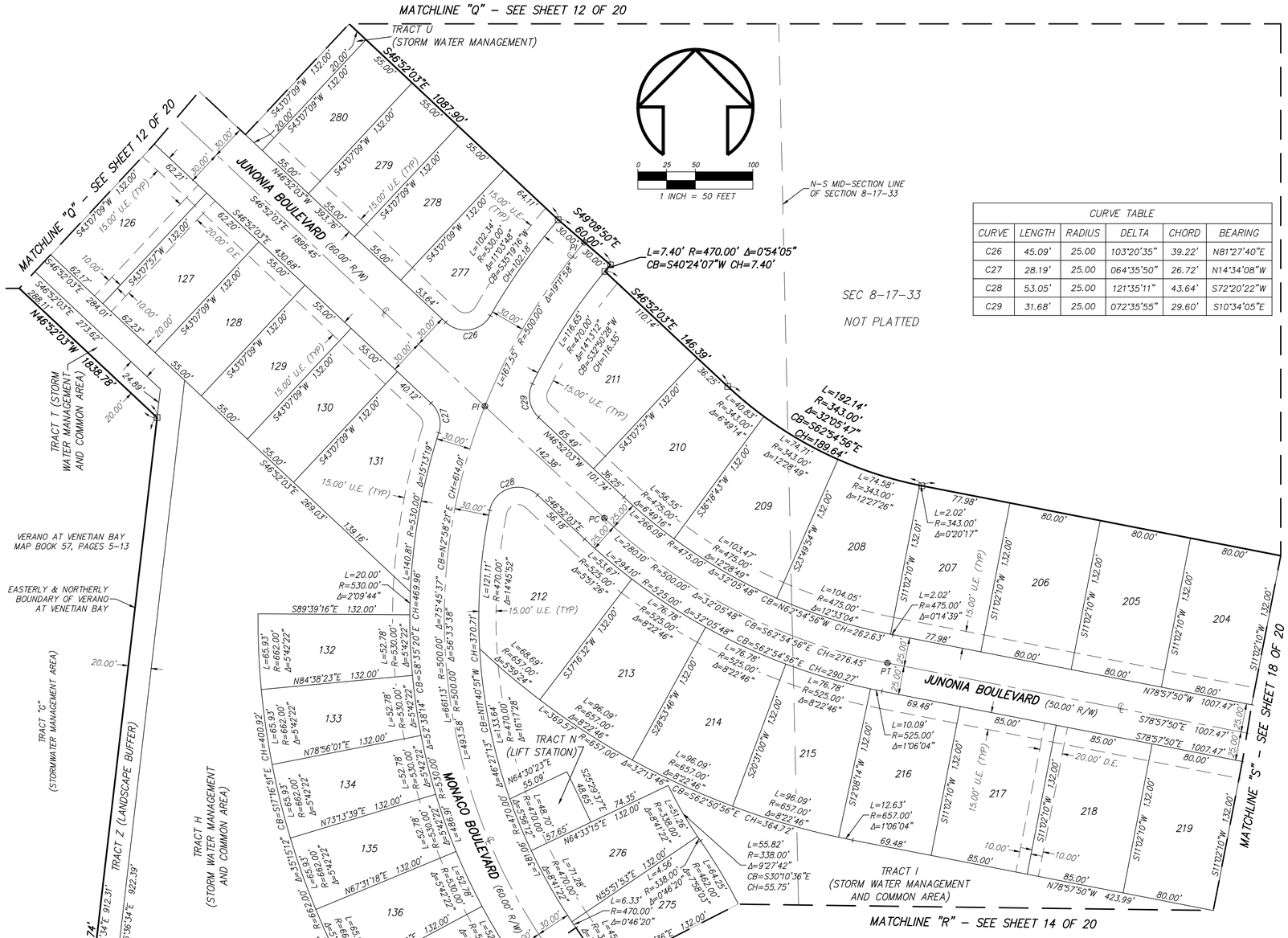
RECORD PLAT

Drawing name: V:\1JMDS\1351 – Melvin Property–Shell Pointe\1_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 512 Aug 02, 2024 12:58pm by: tmb

ARDISIA APRK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C26	45.09'	25.00	103°20'35"	39.22'	N81°27'40"E
C27	28.19'	25.00	064°35'50"	26.72'	N14°34'08"W
C28	53.05'	25.00	121°35'11"	43.64'	S72°20'22"W
C29	31.68'	25.00	072°35'55"	29.60'	S10°34'05"E

PREPARED BY:
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SHEET 13 OF 20

REVISION

NO.	DATE	APPR.

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LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

13

RECORD PLAT

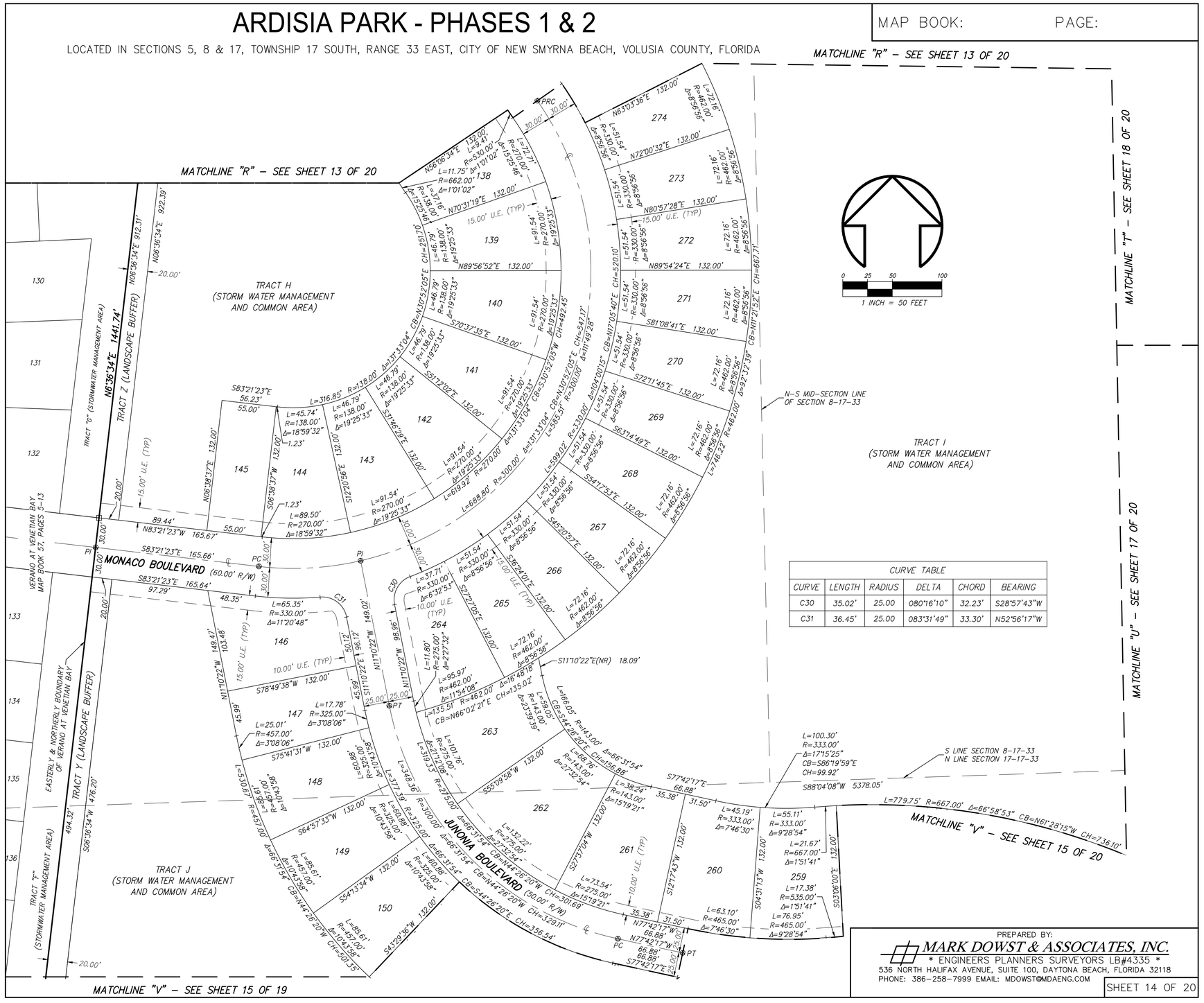
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot S13 Aug 02, 2024 12:58pm by: lthb

1815

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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C31	36.45'	25.00	083°31'49"	33.30'	N52°56'17"W

PREPARED BY:
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SHEET 14 OF 20

REVISION

NO.	DATE	APPR.

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ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

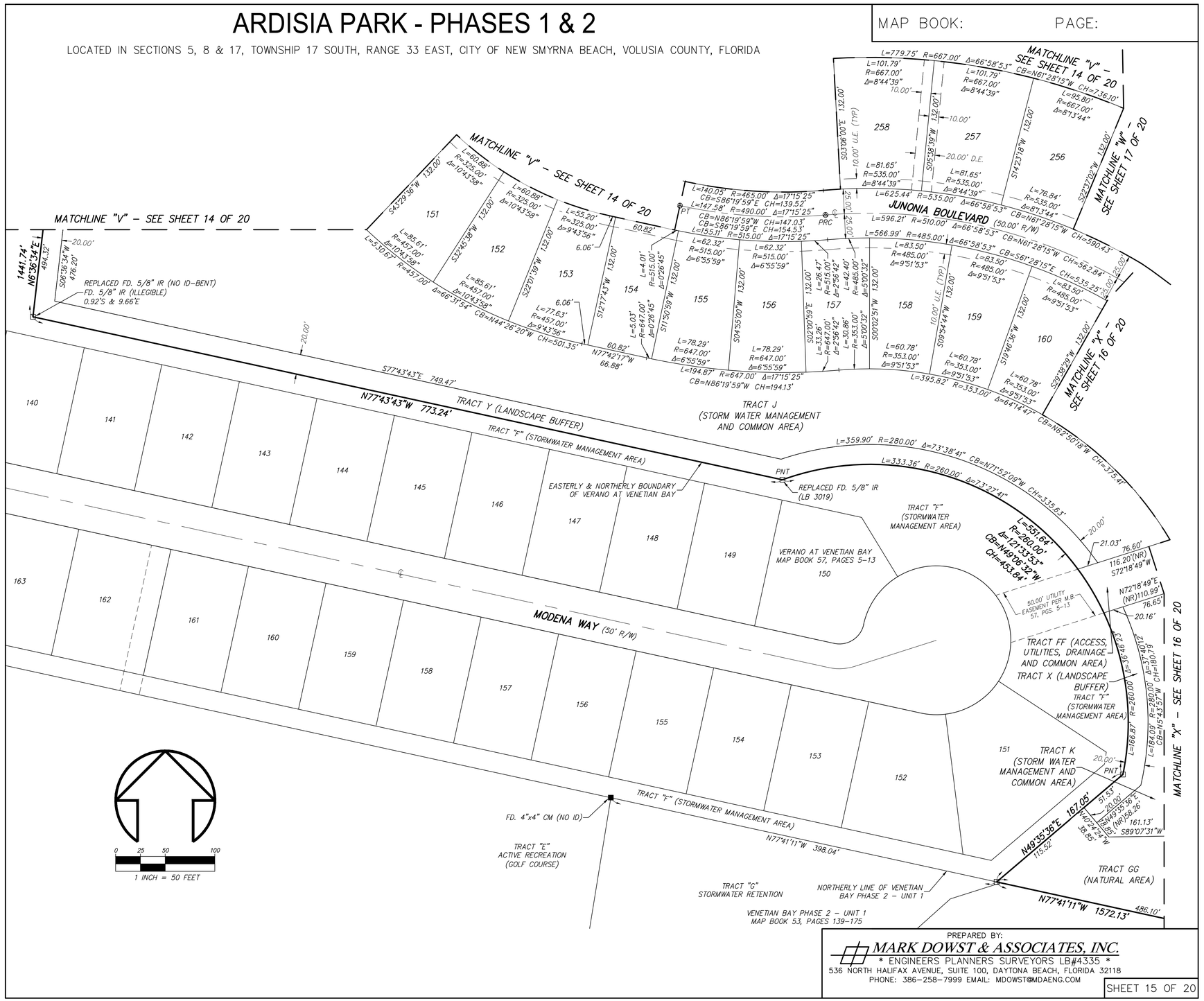
PROJECT NO. 1351 | 14
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot S14 Aug 02, 2024 12:59pm by: lthib

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 15 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD

DATE 05/05/22 BY DATE

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 15

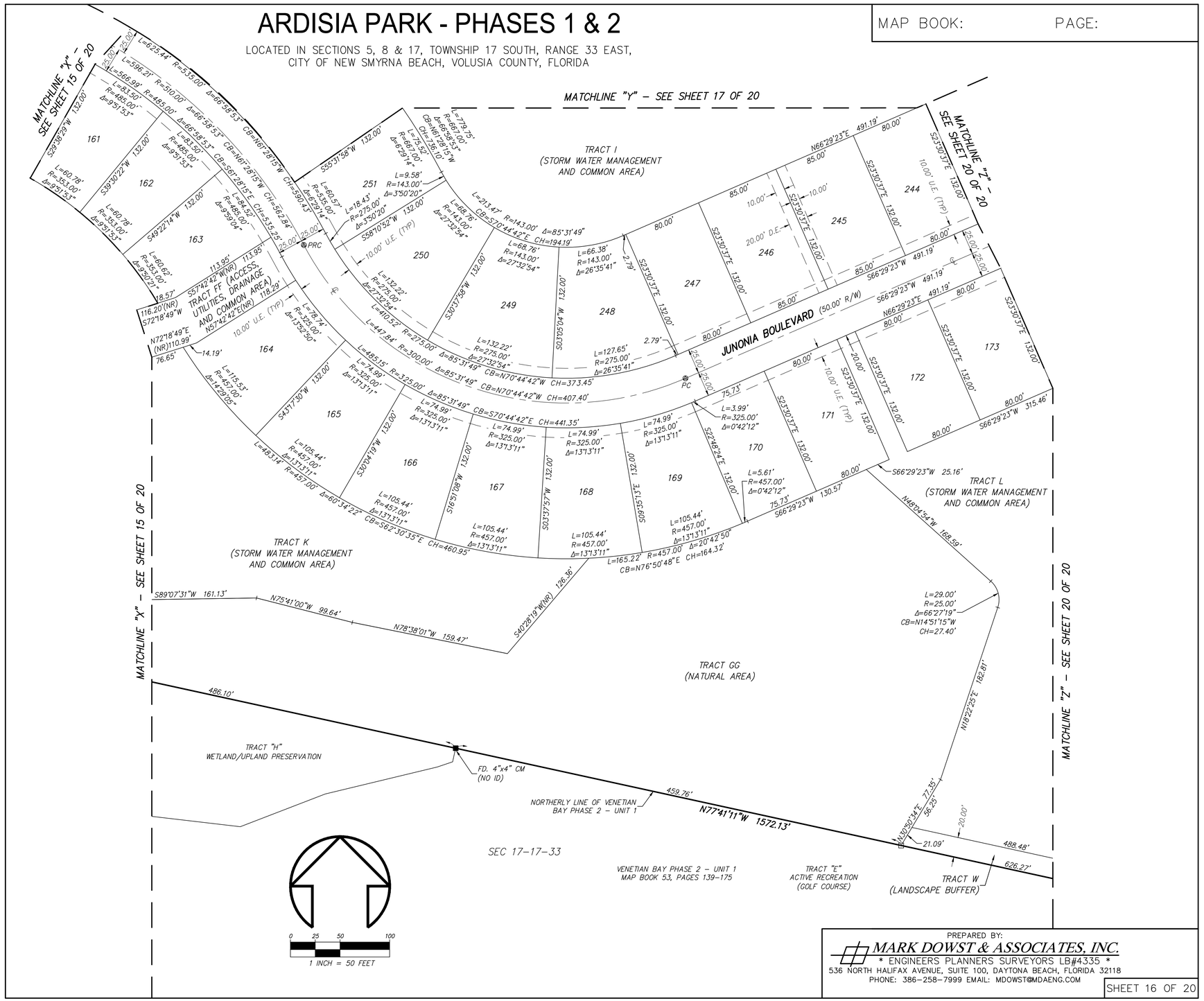
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplot–PH1&2(2).dwg Plot: 515 Aug 02, 2024 12:59pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST,
CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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REVISION

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

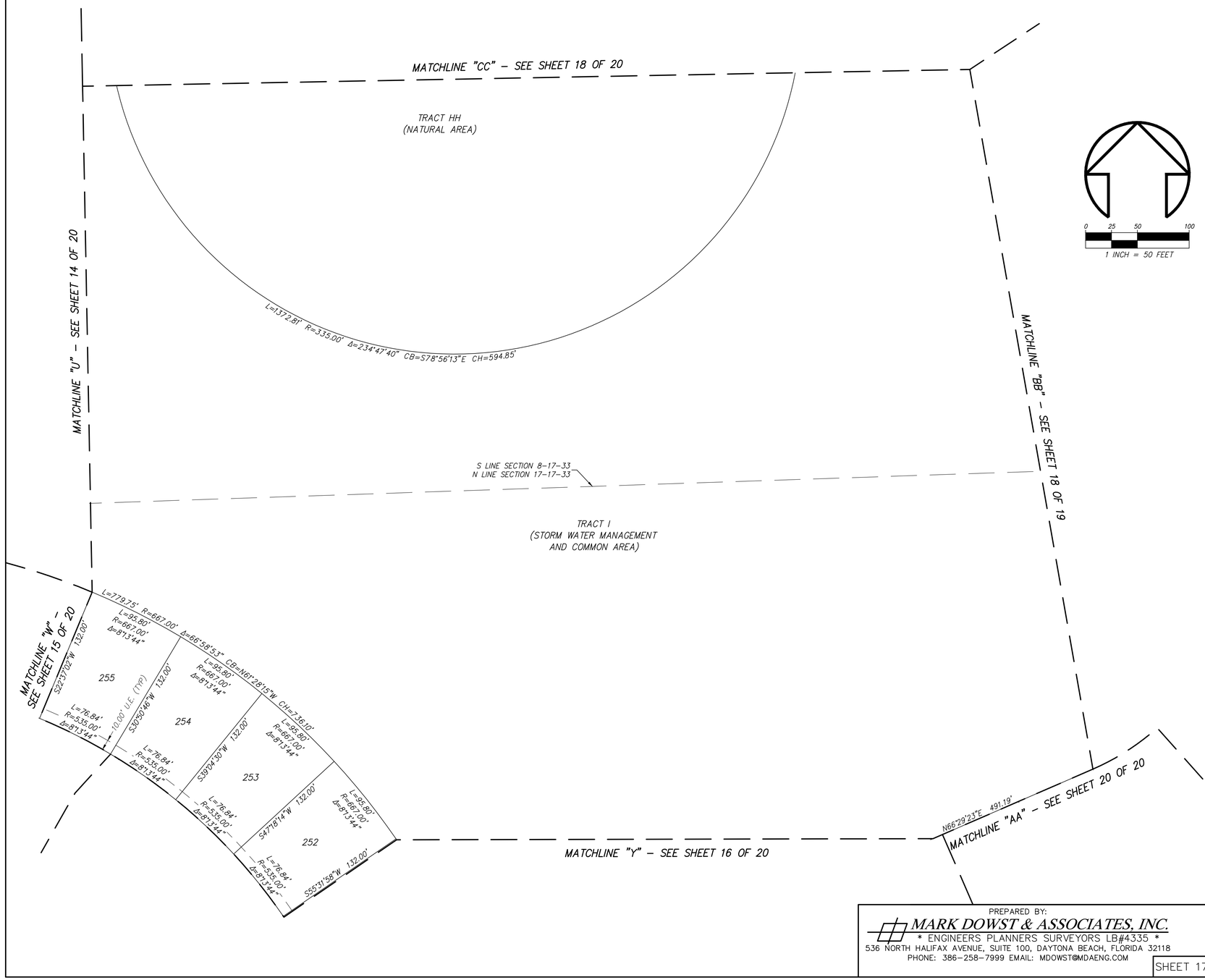
PROJECT NO. 1351 | 16
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Aug 02, 2024 1:08pm by: lmb Plot Sty

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 17 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
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536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 17

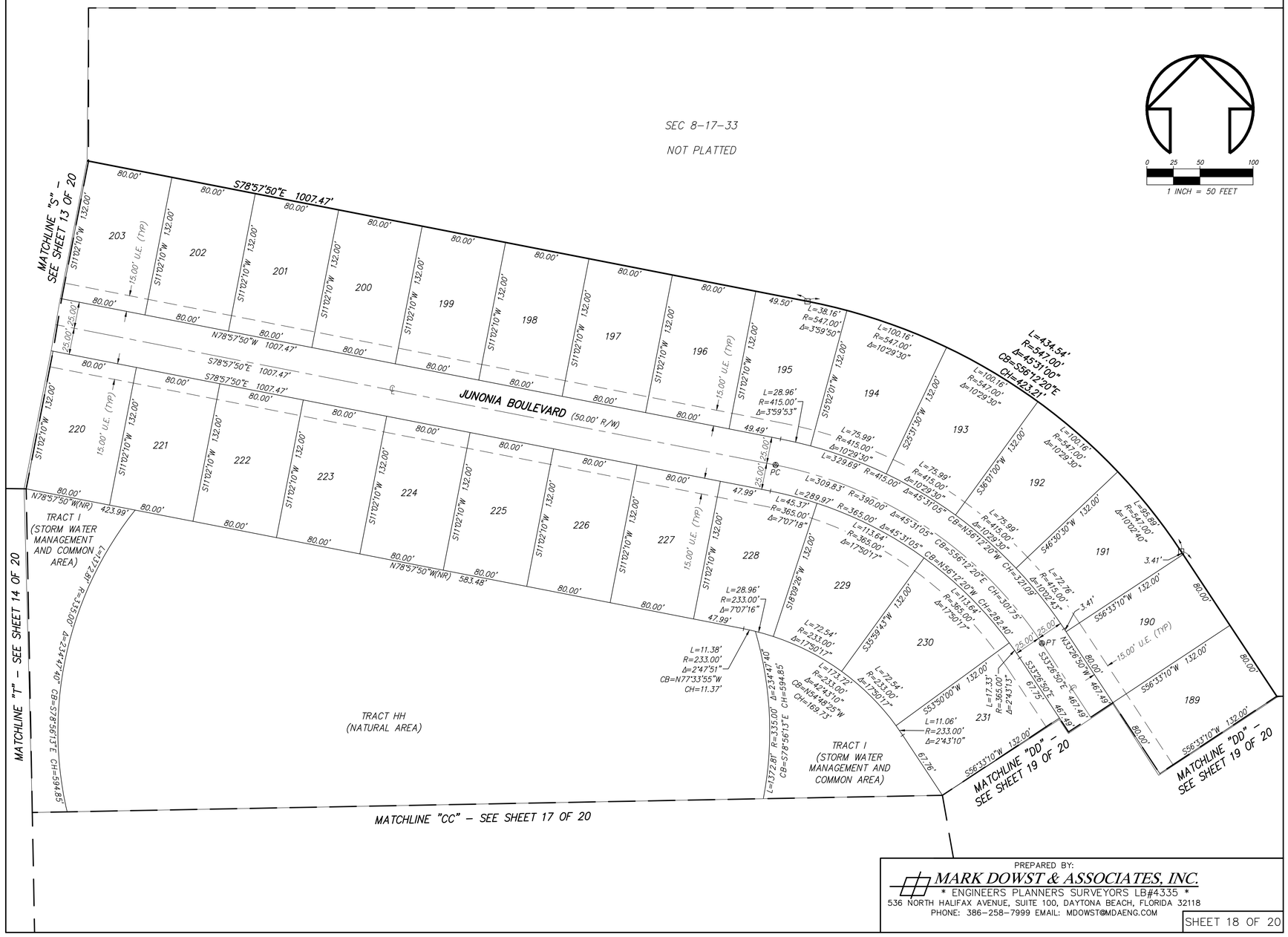
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 517 Aug 02, 2024 1:08pm by: tmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 18 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 18

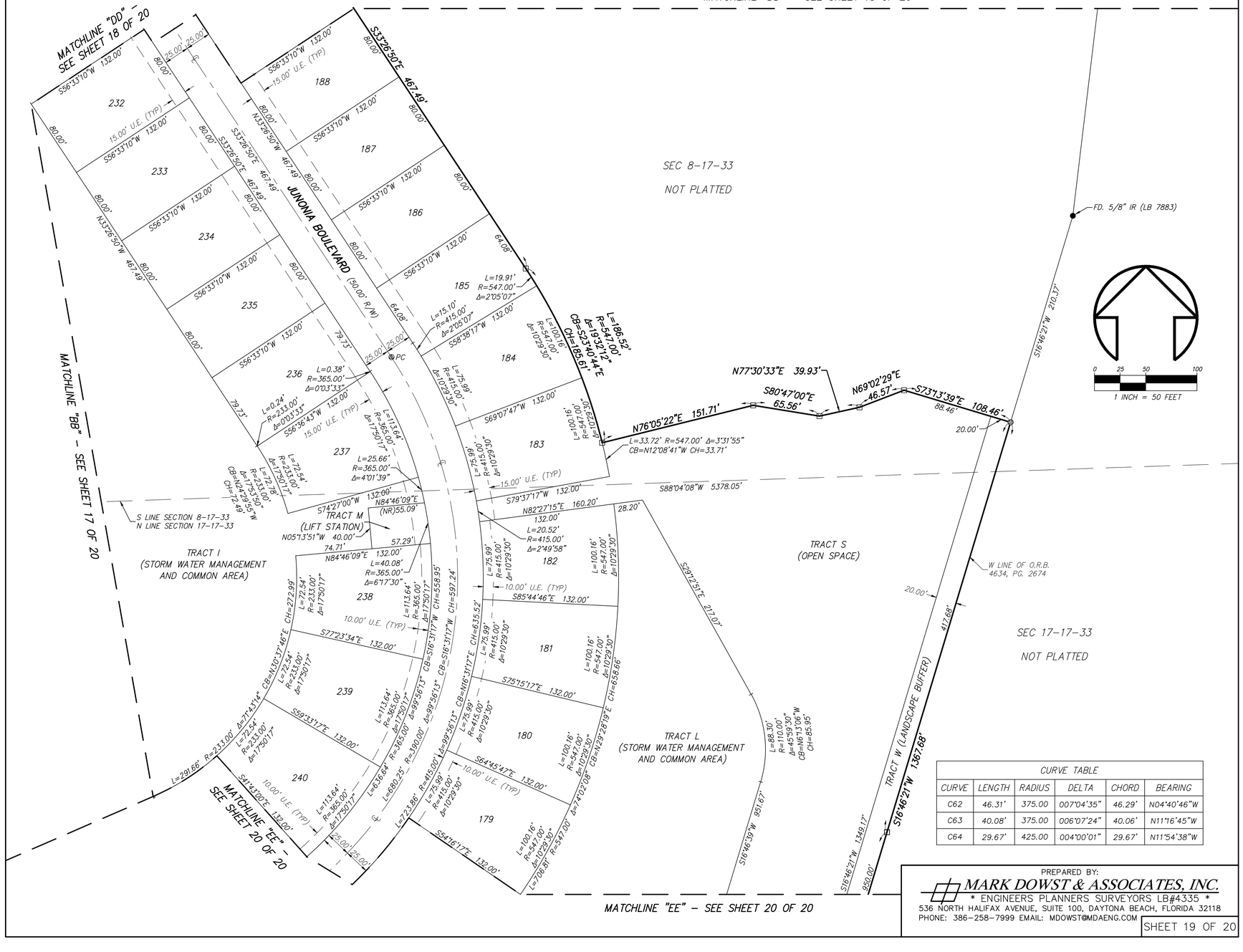
RECORD PLAT

Drawing name: V:\1351\1351 - Melvin Property-Shell Pointe\1_Survey\Civil 3D-DWGs\1351_surpld-PH1&2(2).dwg Plot: 518 Aug 02, 2024 - 1:00pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C62	46.31'	375.00	007°04'35"	46.29'	N04°40'46"W
C63	40.08'	375.00	006°07'24"	40.06'	N11°16'45"W
C64	29.67'	425.00	004°00'01"	29.67'	N11°54'38"W

PREPARED BY:
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SHEET 19 OF 20

NO. | DATE | APPR. | REVISION

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

BY | DATE

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 19

RECORD PLAT

Drawing name: K:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_purplot-PH1&2(2).dwg Plot: 519 Aug 02, 2024 1:05pm by: mb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST,
CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

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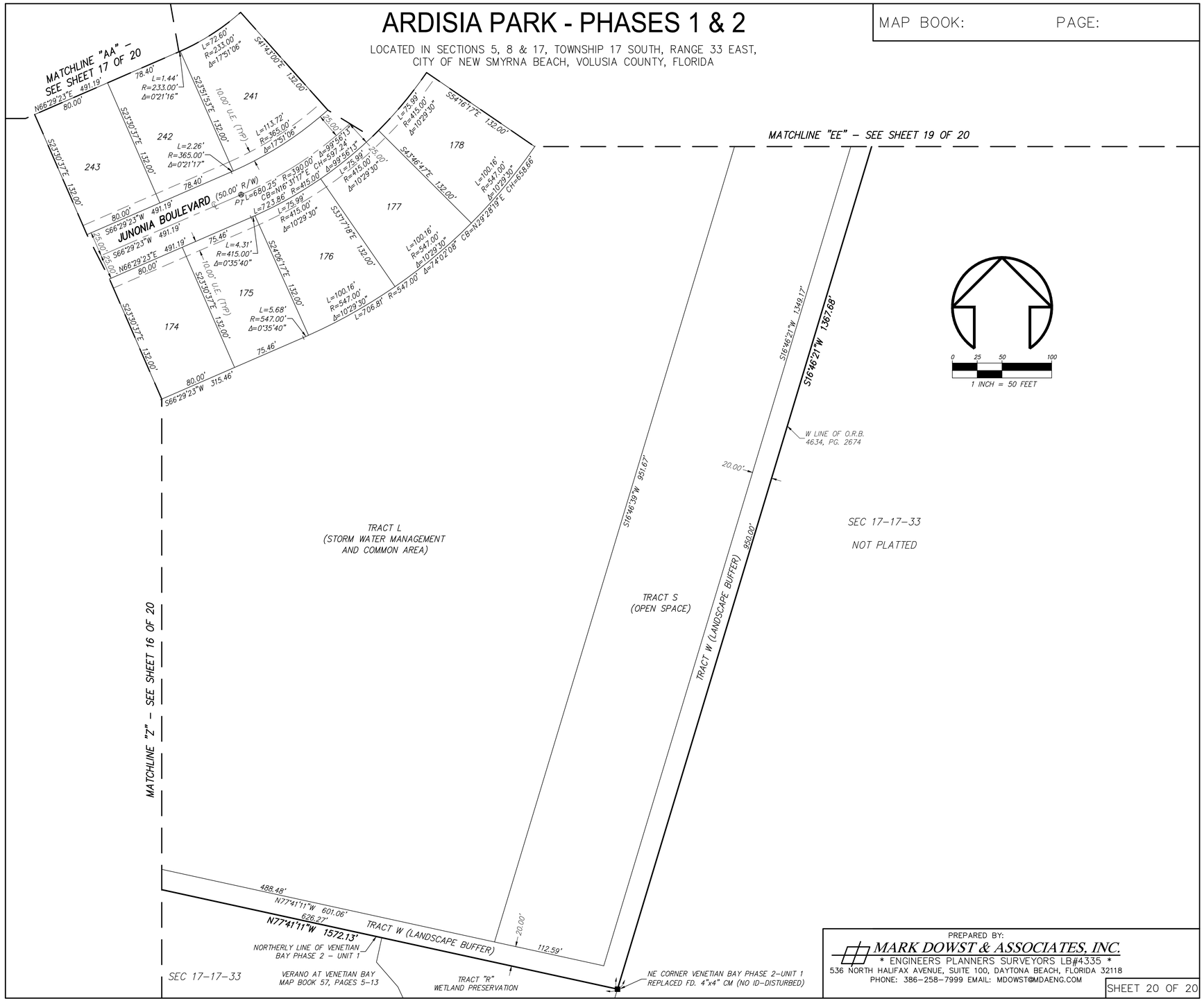

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 20

RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 520 Aug 02, 2024 1:09pm by: thib

CONTRACT FOR PLAT RECORDING

The Parties to this Contract for Plat Recording are Taylor Morrison of Florida, Inc., a Florida corporation (hereinafter "Owner"), and The City of New Smyrna Beach, a Florida municipal corporation (hereinafter the "City).

WITNESSETH:

WHEREAS, Owner warrants that Owner is the record title owner to certain real property located in the City of New Smyrna Beach (hereinafter the "Subject Property") more fully described in **Exhibit A**; and

WHEREAS, Owner has applied to the City for approval of a subdivision plat to be known as Ardisia Park – Phases 1 & 2 (hereinafter the "Plat"), a copy of which is incorporated herein by reference as **Exhibit B**, on which plat is shown areas offered by the Owner to be dedicated to public use as streets, alleys, access ways, drainage easements, and utility easements; and

WHEREAS, it is necessary in the interest of public welfare that the areas so offered be dedicated and constructed in accordance with the specifications hereinafter set forth.

NOW THEREFORE, to induce the City to approve the plat and to accept the dedications for uses as specified therein, the Owner does hereby unconditionally promise and agree to and with the City as follows:

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS: The Owner will construct or cause to be constructed the public utilities, street improvements, and other improvements required to be dedicated for public ownership ("Public Improvements") as shown in the approved plans prepared by Melia Russell, Florida License No. 68357, of the firm Zev Cohen & Associates, Inc., dated September 4, 2024 (latest revision dated September 4, 2024) (the "Approved Plans"). A reduced-sized copy of the Approved Plans is included in **Exhibit C**.
2. SURVEY MONUMENTS: Monuments or permanent control points as required by Fla. Statutes Ch. 177 will be placed at all block corners, angle points, points of curves in streets, and at intermediate points as are indicated by the final plat.
3. STORM DRAINAGE: The storm drainage system will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and St. Johns River Water Management District requirements.
4. POTABLE WATER, REUSE WATER, AND SANITARY SEWER SYSTEMS: Potable water, reuse water, and sanitary sewer systems will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and Florida Department of Environmental Protection requirements.
5. PAVED STREETS: Paved streets will be constructed in proposed street right of ways or access easement areas, as shown on the plat. The drive aisles will be of the overall widths designated on **Exhibit B**.
6. BEAUTIFICATION AND LANDSCAPING: All unpaved portions of street rights of way will be sodded unless otherwise provided by applicable City ordinances, regulations, or standards.

7. SIDEWALKS AND BIKE PATHS: Sidewalks and bike paths will be constructed in all locations shown on **Exhibit C** in accordance with the Approved Plans and City ordinances, regulations, and standards.
8. STREET LIGHTS: Street lights will be installed in the locations shown on **Exhibit C** prior to the issuance of the first Certificate of Occupancy for property located within the plat.
9. TIME OF COMPLETION: All Public Improvements referenced herein are to be installed in the subdivision at the expense of the Owner and within 24 months after the Effective Date. This deadline may be extended by the City due to unforeseen circumstances. If no action has been taken pursuant to this Contract within the deadline (as may be extended), then all rights and obligations of the parties hereunder will automatically cease.
10. APPROVAL OF PLAT FOR RECORDING: The City Manager is authorized to execute the plat for recording in the Public Records of Volusia County, Florida, upon certification of the plat by the City Surveyor and legal approval by the City Attorney. Except as specifically provided below, all Public Improvements referenced herein must be completed before the plat is executed by the City Manager. The Public Improvements will not be deemed to be approved unless and until any required guarantees for unbuilt sidewalks and unplanted trees have been provided, and the City Engineer has executed a Certificate of Completion.
11. RECORDATION OF PLAT BEFORE COMPLETION OF IMPROVEMENTS; PERFORMANCE GUARANTEE AND OTHER CONDITIONS: If, at the time that the Owner requests that the City approve the plat for recording, all or a portion of the required Public Improvements are incomplete, the City Manager will give such approval only after the Owner supplies a performance guarantee that the Owner will complete construction of all Public Improvements in accordance with the requirements of this Contract. The performance guarantee must meet the following requirements:
    A. The performance guarantee must be in the form of a surety bond, irrevocable letter of credit, certified check, or cash. If submitted in the form of a surety bond or irrevocable letter of credit, both the form and the surety are subject to prior City approval.
    B. Except as provided in Subsection 11.C below, the amount of the guarantee will equal 115% of the construction cost of the remaining work to be done on all Public Improvements.
    C. If some or all of the Public Improvements are to be dedicated to a governmental entity other than the City, and such entity requires the provision of a performance guarantee to ensure completion of those improvements (hereinafter "Non-City Public Improvements"), then the Non-City Public Improvements need not be covered by the performance guarantee required herein, and the amount of the guarantee may be reduced accordingly.
    D. In determining the actual dollar amount of the performance guarantee, the City Engineer may use his or her own good faith estimate of the cost of completing the Public Improvements; or the City Engineer may require the Owner's engineer to certify such cost.
    E. The City Manager is authorized to partially release or reduce the performance guarantee for those portions of the covered work subsequently completed by Owner and certified as complete by the City Engineer.

F. Upon completion of all Public Improvements covered by the performance guarantee as certified by the City Engineer, and if requested by Owner, the City Manager will release the performance guarantee in full.

12. MAINTENANCE GUARANTEE: The Owner will repair and replace any defects which develop in all Public Improvements within one year after completion of construction and installation. Prior to the acceptance of Public Improvements by the City, the Owner will post a maintenance guarantee to ensure that the Owner will provide such repairs and replacements. The maintenance guarantee may be in any of the forms authorized for performance guarantee above, subject to the same conditions specified. The amount of the maintenance guarantee will equal 10% of the construction cost of the Public Improvements, certified in the same manner as provided above for the performance guarantee.
13. PAYMENT: The Owner will promptly make payment to all persons supplying labor, materials, and supplies used directly or indirectly by the Owner or its subcontractors in the construction of Public Improvements.
14. UTILITY CONSTRUCTION: The Owner will provide for the construction of all necessary utilities within the subdivision as required by the City's Land Development Regulations and the Utilities Commission.
15. PERMITS: The Owner will obtain all permits and approvals required from the City or other governmental agency that are necessary for the construction of Public Improvements and furnish copies to the City, prior to release of any surety. The final plat will not be recorded prior to obtaining all such permits and approvals. Construction of the Public Improvements will not be allowed to commence prior to the Owner furnishing evidence to the City Engineer of such permits and approvals.
16. CORRECTIONS: The Owner will take no advantage of any apparent error or omission in the Approved Plan, nor changes to the Approved Plans required by shop drawing review; but will immediately notify the City Engineer. The City Engineer will decide the appropriateness of corrections and interpretations necessary for fulfillment of the intent of the Approved Plans.
17. DEVIATIONS FROM PLANS: No deviations from the Approved Plans are to be made without prior written approval from the City Engineer. The Owner will revise the plans attached as Exhibit B to reflect all deviations necessary due to unforeseen conditions during construction. Prior to installation of Public Improvements, the Owner will submit to the City approved shop drawings.
18. AS-BUILT DRAWINGS: The Owner will submit as-built plans, which will be reproducible copies and in a form specified by the City Engineer, prior to the City's acceptance of Public Improvements or release of performance guarantees.
19. SIGNAGE: Prior to acceptance of the streets, the Owner will install street signs and other traffic control devices specified by the City.
20. CERTIFICATES OF OCCUPANCY: Although the City may issue building permits within this subdivision after recording of the above-referenced plat, no Certificates of Occupancy will be issued for any structures until all necessary permits have been obtained, easements have been conveyed, copies thereof have been furnished to the City, and all Public Improvements are certified as complete by the City Engineer.
21. PLAT RECORDING REQUIREMENTS:

A. A Title Opinion or a Certificate of Title in accordance with the requirements of Section 177.041, Florida Statutes, and in a form approved by the City Attorney will be furnished by or on behalf of the Owner prior to the anticipated date of recordation. The record information referenced in the Certificate will be "current," meaning that the record title search upon which the Opinion or Certificate is based will be conducted within 14 days of the anticipated date of recordation.
B. The Owner will provide evidence of payment of property taxes for the lands included in the above-referenced plat in accordance with Section 197.046, Florida Statutes, to the City immediately prior to the time of recording of the final plat.
C. A letter from the surveyor verifying that all survey monumentation required by Chapter 177, Florida Statutes, and the City's LDRs is in place.
D. Three mylar copies of the final plat executed by the developer and associated entities will be provided, along with a copy of the computer disk if the plat was prepared on a CAD system.
E. If required pursuant to a planned development agreement, the Owner agrees to record, concurrent with the plat, protective deed covenants and to furnish the City with a copy as recorded.
F. The Owner will pay all costs associated with the recording of the plat in the records of Volusia County.
G. The Owner will file Articles of Incorporation and By-Laws for any property owners association to be formed, and will furnish copies of the recorded document to the City.

22. Under no circumstances will the City have responsibility for ownership and maintenance of any private stormwater management systems.
23. The City agrees to do the following:
    A. To approve the plat for recording in accordance with the above conditions.
    B. To participate in the construction and improvements of off-site water and sewer lines only where specifically provided in this Contract or other duly authorized written agreements.
24. The Effective Date of this Contract will be the date on which this Contract as executed by the Owner is approved by the City Commission. This Contract may not be amended except through a written document signed by both Parties. Full-sized copies of Exhibits B and C will remain on file with the Office of the City Clerk.
25. ASSIGNMENTS. The City Manager for the City is authorized on behalf of the City to accept an assignment of Owner's rights and obligations under this Contract if legal title to the property described in the Plat is transferred to a party other than Owner during the Term of this Contract. No formal amendment will be necessary to accept such assignment. The City will not unreasonably withhold approval of such an assignment.
26. CONFLICTS. In case of conflicts between this Contract and any City ordinance, the City ordinance governs. In case of conflicts between this Contract and the provisions of any planned development agreement authorized by City ordinance, the planned development agreement controls.
27. APPLICABLE LAW. This Contract will be subject to and construed in accordance with the laws of the State of Florida. Venue in case of any suit filed to enforce the provisions of this Contract

will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

IN WITNESS WHEREOF, the Parties hereunder have signed this Contract on the dates indicated below.

Owner: **Taylor Morrison of Florida, Inc.**, a Florida corporation

By: _____
Heather Issacs, Vice President

Date: 9/4/24

The City of New Smyrna Beach, Florida, a Florida municipal corporation

By: _____
Fred Cleveland, Mayor

Attest: _____
Kelly McQuillen, City Clerk

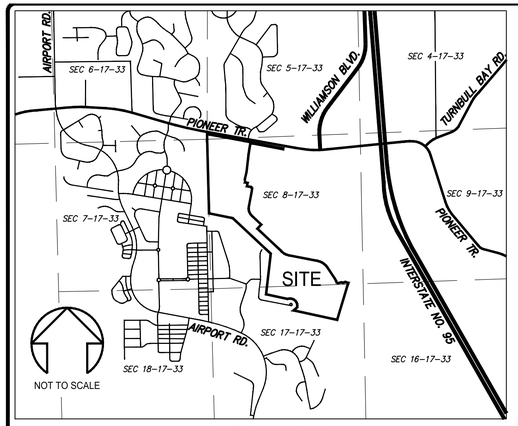
Date: _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

Exhibit “A”

Exhibit "A"



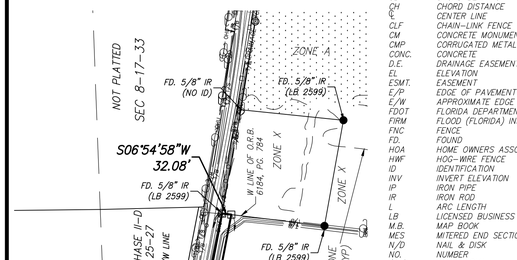
VICINITY MAP

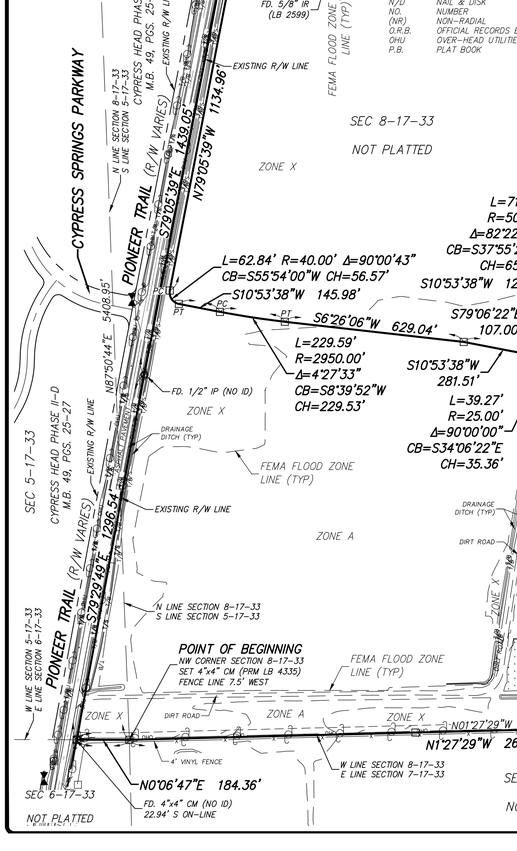
SURVEY NOTES:

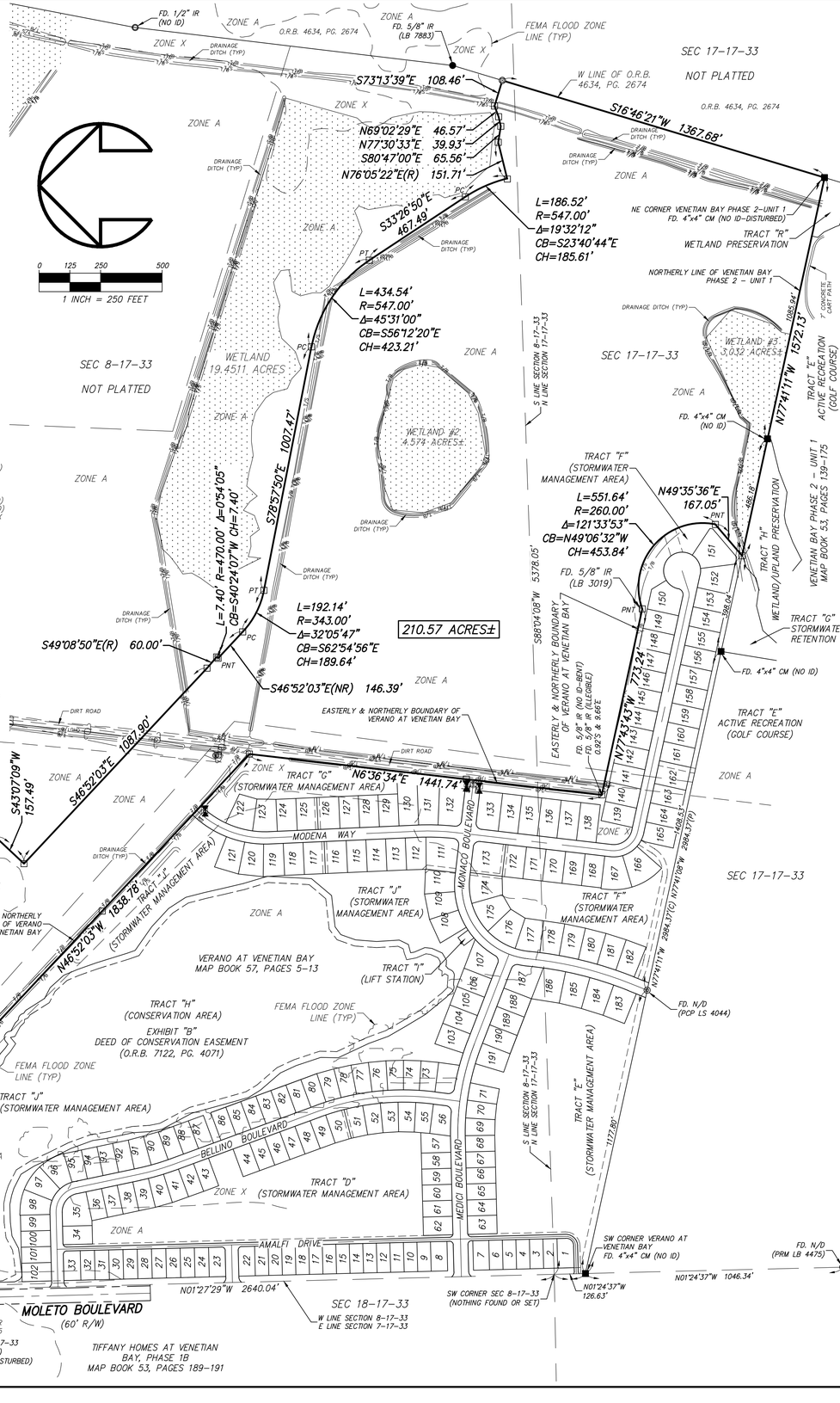
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0517J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 02/19/2014.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON WERE OBTAINED FROM ABOVE GROUND EVIDENCE AND/OR STRUCTURE DETAILS.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT ORDER NO. 9836582, DATED 09/13/2019.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AREAS WERE NOT ADDRESSED AS A PART OF THIS SURVEY. WETLANDS SHOWN HEREON WERE OBTAINED FROM A SURVEY PREPARED BY ACCURIGHT SURVEYS OF ORLANDO, INC., FILE NO. 6–17–33 NOLAND, DATED 02/09/2007, AND ARE SHOWN FOR IMFORMATIONAL PURPOSES ONLY.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
10. THE SUBJECT PROPERTY IS CONTIGUOUS ALONG ITS COMMON BOUNDARY LINES AND WITH PIONEER TRAIL, A PUBLIC VARIABLE WIDTH RIGHT–OF–WAY, ALL WITHOUT GAPS, GORES, HIATUSES AND OVERLAPS.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
C&G	CURB & GUTTER
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
CLF	CHAIN–LINK FENCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.E.	DRAINAGE EASEMENT
EL	ELEVATION
ESMT.	EASEMENT
E/P	EDGE OF PAVEMENT
E/W	APPROXIMATE EDGE OF WATER
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FNC	FENCE
FD.	FOUND
HOA	HOME OWNERS ASSOCIATION
HWF	HOG–WIRE FENCE
ID	IDENTIFICATION
INV	INVERT ELEVATION
I.P.	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
MES	MITERED END SECTION
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON–RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
OHU	OVER–HEAD UTILITIES
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
SEC	SECTION–TOWNSHIP–RANGE
S.F.	SQUARE FEET
SRF	SPLIT RAIL FENCE
T/B	APPROXIMATE TOP OF BANK
T/S	APPROXIMATE TOE OF SLOPE
TBM	TEMPORARY BENCH MARK
U.E.	UTILITY EASEMENT
(TYP)	TYPICAL
WF	WOOD FENCE
W/	WITH
WV	WATER VALVE
WM	IRRIGATION CONTROL VALVE
SSV	SANITARY SEWER VALVE
CO	CLEAN OUT
GV	GAS VALVE
BFP	BACK FLOW PREVENTOR
FH	FIRE HYDRANT
FDC	FIRE PLUG/CONNECTION
FLAG	FLAG POLE
MB	MAIL BOX
SPS	SINGLE POLE SIGN
●	BOLLARD
△	CENTRAL ANGLE
⊹	BREAK LINE
□	SET 4"x4" CM (LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
◉	SET N/D (LB 4335)
◉	FOUND N/D (AS NOTED)
◉	SET 5/8" IRC (LB 4335)
●	FOUND IRON ROD (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
⊡	CABLE TELEVISION RISER BOX
⊞	ELECTRIC METER
⊞	ELECTRIC JUNCTION BOX
⊟	FIBER–OPTIC JUNCTION BOX
⊞	GAS METER
⊞	RECLAIMED WATER METER
⊡	TELEPHONE JUNCTION BOX
⊠	WATER METER
⊟	WIRE PULL BOX
⊟	TRAFFIC SIGNAL BOX
◇	WOOD UTILITY POLE
◇	CONCRETE UTILITY POLE
●	GUY POLE
⟋	GUY ANCHOR
☼	LIGHT POLE
▤	GUTTER INLET/GRATE
⊞	CATCH BASIN/YARD DRAIN
⊕	STORM MANHOLE
⊙	ELECTRIC MANHOLE
⊙	SANITARY MANHOLE
⊙	TELEPHONE MANHOLE
⊙	WELL
△	FIBER–OPTIC CABLE MARKER
△	GAS LINE MARKER
⋈	MITERED END SECTION







LEGAL DESCRIPTION:

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT–OF–WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT–OF–WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 145.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 56.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 613.19 FEET; THENCE S13°29'38"W, A DISTANCE OF 237.37 FEET; THENCE S10°53'38"W, A DISTANCE OF 60.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 95.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 142.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO A THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 198.77 FEET; THENCE S46°52'51"E, A DISTANCE OF 1089.55 FEET; THENCE S50°30'18"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 00°31'14", A CHORD BEARING OF S39°14'05"W AND A CHORD DISTANCE OF 8.81 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.81 FEET TO A POINT ON A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'51"E, A DISTANCE OF 50.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 32°04'59", A CHORD BEARING OF S62°55'20"E AND A CHORD DISTANCE OF 251.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 254.78 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1049.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 421.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 432.96 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 184.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.83 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 – UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139–175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 – UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5–13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N46°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189–191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"E, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 210.57 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2023.02.15 08:04:29 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
N/A	02/15/23	LAT	ADDED ACREAGE TO DESCRIPTION AND DRAWING.	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

BOUNDARY SURVEY				PROJECT #	1351
DRAWN BY: LAT	DRAW DATE: 05/02/22	CHECKED BY: LHD	SCALE: 1" = 250'	FILE NAME: 1351_surbndry–phase1.dwg	
CREW: 10,BB,BT	FIELD DATE: 04/18/22	F.B./PG.: 217/65–72; 234/42–51,71–72;237/38–46,51–58,71		SHEET	1 OF 1

Drawing name: N:\1351\1351 – Malen Property–Site Plan\1_Survey\Civil 3D\1351_surbndry–phase1.dwg Feb 15, 2023 8:21am

Exhibit “B”

Exhibit "B"

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 56.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 145.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 629.04 FEET; THENCE S10°53'38"W, A DISTANCE OF 281.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 107.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 118.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO A THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 157.49 FEET; THENCE S46°52'03"E, A DISTANCE OF 1087.90 FEET; THENCE S49°08'50"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF S40°24'07"W AND A CHORD DISTANCE OF 7.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'03"E, A DISTANCE OF 146.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF S62°54'56"E AND A CHORD DISTANCE OF 189.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 423.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 185.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 - UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139-175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 - UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5-13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N46°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"W, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 210.57 ACRES, MORE OR LESS.

TRACT TABLE

TRACT NAME	PURPOSE	ACREAGE
TRACT A	ADDITIONAL RIGHT-OF-WAY DEDICATION	2.008
TRACT B	STORM WATER MANAGEMENT	10.545
TRACT C	STORM WATER MANAGEMENT	4.728
TRACT D	STORM WATER MANAGEMENT	3.969
TRACT E	STORM WATER MANAGEMENT	4.008
TRACT F	STORM WATER MANAGEMENT	4.098
TRACT G	STORM WATER MANAGEMENT	6.421
TRACT H	STORM WATER MANAGEMENT	3.418
TRACT I	STORM WATER MANAGEMENT	23.184
TRACT J	STORM WATER MANAGEMENT	3.871
TRACT K	STORM WATER MANAGEMENT	1.455
TRACT L	STORM WATER MANAGEMENT	9.018
TRACT M	LIFT STATION	0.052
TRACT N	LIFT STATION	0.063
TRACT O	LIFT STATION	0.057
TRACT P	OPEN SPACE	0.407
TRACT Q	OPEN SPACE	1.263
TRACT R	OPEN SPACE	0.742
TRACT S	OPEN SPACE	4.535
TRACT T	STORM WATER MANAGEMENT	0.129
TRACT U	STORM WATER MANAGEMENT	0.061
TRACT V	STORM WATER MANAGEMENT	0.752
TRACT W	LANDSCAPE BUFFER	0.905
TRACT X	LANDSCAPE BUFFER	0.106
TRACT Y	LANDSCAPE BUFFER	0.732
TRACT Z	LANDSCAPE BUFFER	0.549
TRACT AA	LANDSCAPE BUFFER	1.152
TRACT BB	LANDSCAPE BUFFER	1.799
TRACT CC	UTILITIES	0.813
TRACT DD	UTILITIES	1.454
TRACT EE	UTILITIES	0.102
TRACT FF	ACCESS, UTILITIES, DRAINAGE AND COMMON AREA	0.262
TRACT GG	NATURAL AREA	3.966
TRACT HH	NATURAL AREA	6.331
TRACT II	NATURAL AREA	17.379

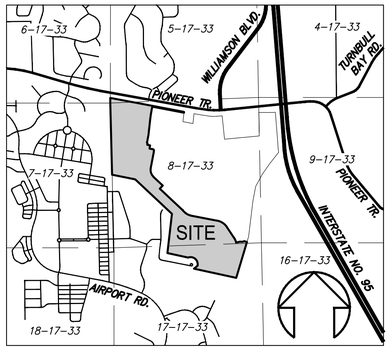
SHEET INDEX

SHEET 1:	COVER
SHEET 2:	GENERAL NOTES AND LOT DATA
SHEET 3:	KEY MAP
SHEETS 4-20:	DETAIL SHEETS

SETBACK REQUIREMENTS:

LANDSCAPE BUFFERS:
- *NORTH: 20.00'*
- *SOUTH: 20.00'*
- *EAST: 20.00'*
- *WEST: 20.00'*

BUILDING SETBACKS:
- *FRONT (LIVING & PORCHES): 17.50'*
- *FRONT (GARAGES): 22.50'*
- *REAR: 25.00'*
- *SIDE: 5.00' (FROM EDGE OF EAVE)*
- *STREET SIDE: 15.00'*
- *MINIMUM RESIDENTIAL BUILDING SPACING: 10.00' (FROM EDGE OF EAVE)*
- *MINIMUM RESIDENTIAL BUILDING SIZE: 1,500 SQ. FT.*
- *MAXIMUM RESIDENTIAL BUILDING HEIGHT: 35.00'*



VICINITY MAP: NOT TO SCALE

JOINDER AND CONSENT TO DEDICATION

MELVIN RE HOLDINGS, LLC AND SPEER RE HOLDINGS, LLC, HEREBY CERTIFY THAT THEY ARE THE HOLDERS OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK - PHASES 1 & 2, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION SHOWN ON THE PLAT OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 8444, PAGES 753-765, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO SAID DEDICATION.

MELVIN RE HOLDINGS, LLC

BY: _____ _____
NAME TITLE

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS MANAGING MEMBER OF MELVIN RE HOLDINGS, LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

SPEER RE HOLDINGS, LLC

BY: _____ _____
NAME TITLE

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS MANAGING MEMBER OF SPEER RE HOLDINGS, LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

MAP BOOK: PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK - PHASES 1 & 2, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES: (1) ALL STREETS SHOWN OR DESCRIBED HEREON TO THE PERPETUAL USE OF THE PUBLIC; (2) TRACT A IN FEE SIMPLE TO THE COUNTY OF VOLUSIA FOR THE PURPOSE OF ROAD RIGHT-OF-WAY; (3) TRACTS B, C, D, E, F, G, H, I, J, K, L, T, U AND V TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR STORM WATER MANAGEMENT WITH AN EASEMENT FOR DRAINAGE PURPOSES FROM ROADWAYS DEDICATED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS B, C, D, E, F, G, H, I, J, K AND L; (4) TRACTS M, N AND O IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (UCNSB) FOR SANITARY LIFT STATIONS; (5) TRACTS P, Q, R AND S TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR OPEN SPACE, TO BE CONVEYED BY SEPARATE INSTRUMENT; (6) TRACTS W, X, Y, Z, AA AND BB TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR LANDSCAPE BUFFERS; (7) TRACTS CC, DD AND EE TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS CC, DD AND EE FOR PROPER USE AND PURPOSES; (8) TRACT FF TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, UTILITIES, DRAINAGE AND COMMON AREA, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACT FF FOR PROPER USE AND PURPOSES; (9) TRACTS GG, HH AND II TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR NATURAL AREAS; (10) ALL POTABLE WATER, RECLAIMED WATER, SANITARY SEWER MAINS, SANITARY FORCE MAINS AND ELECTRIC CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.

IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 20_____.

BY: TAYLOR MORRISON OF FLORIDA, INC.
2600 LAKE LUCIEN DR., SUITE 350
MAITLAND, FL 32751

BY: _____
PRINTED NAME: _____

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
PRINTED NAME: _____ PRINTED NAME: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS ____ DAY OF AUGUST, 2024, BY _____ AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF THEREOF, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME _____
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON JULY 13, 2017, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE ATTACHED PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE REQUIREMENTS OF 5J-17.050 THROUGH 5J-17.052 FAC, MINIMUM TECHNICAL STANDARDS; THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, F.S., AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

_____ DATE _____
LEE H. DOWST, P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 3445
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY CTY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

REVIEW OF SURVEYOR AND MAPPER FOR THE CITY OF NEW SMYRNA BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND HAVE PROVIDED BOTH THE CITY OF NEW SMYRNA BEACH AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SAID REQUIREMENTS.

_____ DATE: _____
(PRINTED NAME)

_____ P.S.M. NO. _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____,

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 20

NO.	DATE	APPR.	REVISION
11	08/05/24	LHD	ADDED PEDESTRIAN ACCESS EASEMENT WITHIN TRACT CC.
10	08/02/24	LHD	REVISED PLAT NAME AND HOMEOWNERS ASSOCIATION NAME.
9	07/29/24	LHD	REVISED PER CITY COMMENTS.
8	06/21/24	LHD	REVISED LOT AND TRACT AREAS.
7	06/08/24	LHD	REVISED LOTS 172-182 PER NEW SITE PLAN AND COMMENTS.
6	06/03/24	LHD	REVISED LOTS 52, 53 AND 54 PER NEW SITE PLAN.
5	05/15/23	LHD	REVISED LOTS 105-111 AND LOTS 296-300 PER NEW SITE PLAN LAYOUT.
4	05/05/23	LHD	REVISED GENERAL NOTES.
3	04/27/23	LHD	REVISED PER NEW SMYRNA BEACH UTILITIES REVIEW COMMENTS.
2	04/10/23	LHD	REVISED PER 3RD PARTY REVIEW AND COMMENTS.
1	03/14/23	LHD	REVISED DEDICATION AND CHANGED TRACTS P-S FROM COMMON AREA TO OPEN SPACE.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
N/A	LAT	LAT	BY
DATE 09/06/22			DATE

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 1
RECORD PLAT

Drawing name: K:\JMRDS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 5? Aug 05, 2024 10:38am by: mlb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
1	10,426.96
2	7,260.00
3	7,260.00
4	7,260.00
5	7,260.00
6	7,260.00
7	7,260.00
8	7,485.58
9	8,476.31
10	10,650.97
11	10,848.31
12	8,333.44
13	8,333.44
14	7,967.62
15	7,260.00
16	8,199.25
17	8,333.44
18	8,333.44
19	8,333.44
20	8,333.44
21	8,333.44
22	8,333.44
23	7,540.34
24	7,260.00
25	7,260.00
26	7,920.00
27	7,920.00
28	7,260.00
29	7,260.00
30	7,641.37
31	8,333.44
32	8,333.44
33	8,333.44
34	8,333.44
35	8,333.44
36	8,333.44
37	8,173.71
38	7,260.00
39	7,260.00
40	7,860.04
41	8,333.44
42	8,333.44
43	8,333.44
44	8,333.44
45	8,333.44
46	8,597.04
47	7,920.00
48	7,581.68
49	8,333.44
50	8,333.44
51	10,837.42
52	10,053.07
53	7,260.00
54	8,580.00
55	7,260.00
56	7,260.00
57	7,260.00
58	7,554.75
59	9,873.33
60	9,873.33
61	9,199.65
62	7,260.00
63	10,244.92
64	10,790.31
65	9,873.33
66	7,841.09
67	7,260.00
68	7,260.00
69	7,920.00
70	7,920.00
71	7,260.00
72	7,260.00
73	8,638.92
74	9,873.33
75	9,873.33
76	8,041.83
77	7,260.00
78	7,524.31
79	9,873.33
80	9,873.33

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
81	8,115.49
82	7,260.00
83	8,328.48
84	9,873.33
85	10,033.85
86	8,580.00
87	8,580.00
88	8,580.00
89	8,580.00
90	8,580.00
91	8,580.00
92	8,580.00
93	8,580.00
94	8,580.00
95	8,580.00
96	8,580.00
97	8,580.00
98	8,580.00
99	9,296.93
100	9,329.26
101	9,329.26
102	11,218.51
103	11,386.08
104	9,329.26
105	9,084.68
106	8,580.00
107	8,580.00
108	8,580.00
109	8,580.00
110	9,240.00
111	9,240.00
112	8,580.00
113	8,580.00
114	8,580.00
115	8,580.00
116	8,580.00
117	8,580.00
118	8,580.00
119	8,580.00
120	8,580.00
121	8,580.00
122	8,580.00
123	9,874.38
124	9,169.49
125	7,260.00
126	8,209.10
127	8,212.13
128	7,260.00
129	7,260.00
130	7,260.00
131	12,248.41
132	7,834.84
133	7,834.84
134	7,834.84
135	7,834.84
136	7,834.84
137	7,834.84
138	8,648.24
139	9,129.80
140	9,129.80
141	9,129.80
142	9,129.80
143	9,129.80
144	9,088.74
145	7,260.00
146	11,104.39
147	8,895.17
148	9,668.17
149	9,668.17
150	9,668.17
151	9,668.17
152	9,668.17
153	9,567.31
154	8,624.68
155	9,280.04
156	9,280.04
157	8,777.15
158	9,522.39
159	9,522.39
160	9,522.39

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
161	9,522.39
162	9,522.39
163	9,845.65
164	12,610.24
165	11,908.30
166	11,908.30
167	11,908.30
168	11,908.30
169	11,908.30
170	10,630.51
171	10,560.00
172	10,560.00
173	10,560.00
174	10,560.00
175	10,619.59
176	11,626.20
177	11,626.20
178	11,626.20
179	11,626.20
180	11,626.20
181	11,626.20
182	11,626.20
183	11,626.20
184	11,626.20
185	10,769.38
186	10,560.00
187	10,560.00
188	10,560.00
189	10,560.00
190	10,560.00
191	11,581.25
192	11,626.20
193	11,626.20
194	11,626.20
195	10,962.92
196	10,560.00
197	10,560.00
198	10,560.00
199	10,560.00
200	10,560.00
201	10,560.00
202	10,560.00
203	10,560.00
204	10,560.00
205	10,560.00
206	10,560.00
207	10,560.00
208	11,789.52
209	11,759.76
210	11,212.31
211	13,153.21
212	14,941.14
213	11,409.18
214	11,409.18
215	11,409.18
216	10,670.43
217	11,220.00
218	11,220.00
219	10,560.00
220	10,560.00
221	10,560.00
222	10,560.00
223	10,560.00
224	10,560.00
225	10,560.00
226	10,560.00
227	10,560.00
228	11,240.24
229	12,287.71
230	12,287.71
231	10,817.41
232	10,560.00
233	10,560.00
234	10,560.00
235	10,560.00
236	10,565.59
237	12,287.71
238	12,287.71
239	12,287.71
240	12,287.71

LOT AREA TABLE	
LOT #	AREA IN SQ.FT.
241	12,295.61
242	10,593.49
243	10,560.00
244	10,560.00
245	11,220.00
246	11,220.00
247	10,560.00
248	13,173.75
249	13,264.54
250	13,264.54
251	10,830.74
252	11,393.75
253	11,393.75
254	11,393.75
255	11,393.75
256	11,393.75
257	12,107.21
258	12,107.21
259	11,293.34
260	11,305.13
261	12,048.29
262	13,264.54
263	11,357.94
264	10,130.16
265	8,164.21
266	8,164.21
267	8,164.21
268	8,164.21
269	8,164.21
270	8,164.21
271	8,164.21
272	8,164.21
273	8,164.21
274	8,164.21
275	7,987.70
276	8,087.75
277	9,307.70
278	7,260.00
279	7,260.00
280	7,260.00
281	7,260.00
282	7,260.00
283	9,211.25
284	9,652.40
285	7,260.00
286	8,098.00
287	8,098.00
288	7,260.00
289	7,260.00
290	9,917.95
291	11,136.35
292	8,580.00
293	8,580.00
294	8,580.00
295	8,580.00
296	8,580.00
297	8,580.00
298	8,580.00
299	8,580.00
300	8,580.00
301	9,183.11
302	9,721.42
303	9,721.42
304	9,721.42
305	9,721.42
306	8,936.23
307	8,580.00
308	8,580.00
309	8,580.00
310	8,580.00
311	8,580.00
312	8,580.00
313	8,580.00
314	8,580.00
315	8,580.00
316	8,580.00
317	8,580.00
318	8,580.00
319	10,212.78

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) (1990 ADJUSTMENT), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0051 7J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF FEBRUARY 19, 2014, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREADETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.2808333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. ALL CURVILINEAR LINES SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
6. NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. ALL LOTS AND TRACTS ARE SUBJECT TO A UTILITY EASEMENT ALONG THE FRONT AND STREET SIDE LOT LINES ABUTTING ALL ROAD RIGHT-OF-WAYS AS SHOWN HEREON.
8. THE COVENANTS AND RESTRICTIONS FOR ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. THE ARTICLES OF INCORPORATION OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON APRIL 20, 2024, AND ASSIGNED DOCUMENT NUMBER N23000011589 WITH THE FLORIDA DEPARTMENT OF STATE, AS AMENDED.
10. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. TRACT A IS HEREBY DESIGNATED FOR ADDITIONAL RIGHT-OF-WAY DEDICATION TO BE CONVEYED IN FEE SIMPLE TO THE COUNTY OF VOLUSIA.
12. TRACTS B, C, D, E, F, G, H, I, J, K, L, T, U, AND V ARE HEREBY DESIGNATED FOR STORM WATER MANAGEMENT AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
13. TRACTS M, N, AND O ARE HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF LIFT STATIONS TO BE CONVEYED IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
14. TRACTS P, Q, R AND S ARE HEREBY DEDICATED AS COMMON AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.
15. TRACTS W, X, Y, Z, AA AND BB ARE HEREBY DESIGNATED FOR LANDSCAPE BUFFERS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.
16. TRACTS CC, DD AND EE ARE HEREBY DESIGNATED FOR UTILITIES. SAID TRACTS ARE SUBJECT TO AN EASEMENT FOR ACCESS AND UTILITIES GRANTED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
17. TRACT FF IS HEREBY DESIGNATED FOR ACCESS, UTILITIES, DRAINAGE AND COMMON AREA. SAID TRACT IS SUBJECT TO AN EASEMENT FOR ACCESS AND UTILITIES GRANTED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
18. TRACTS GG, HH AND II ARE HEREBY DESIGNATED FOR NATURAL AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. THESE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
19. ALL SIDE LOT LINES ARE SUBJECT TO A 2.50 FOOT DRAINAGE EASEMENT FOR THE PURPOSE OF MAINTENANCE OF DRAINAGE FACILITIES, WITH FOREGOING EASEMENTS RESERVED AND DEDICATED TO ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.
20. THIS PLAT CONTAINS A TOTAL OF 37 TRACTS.
21. THIS PLAT CONTAINS 319 LOTS WITH A MINIMUM LOT SIZE OF 7,260.00 SQUARE FEET AND AN AVERAGE LOT SIZE OF 9,417.32 SQUARE FEET.
22. THE TOTAL RIGHT-OF-WAY FOR ALL ROADWAYS WITHIN THE PLAT CONTAIN 21.210 ACRES.
23. THE TOTAL LINEAL FEET OF STREETS IS 16,605.7 LINEAL FEET.
24. ALL PERMANENT CONTROL POINTS WILL BE PLACED ONCE ROADS HAVE BEEN COMPLETED PER F.S. 177.091.9.
25. ALL LOT AND TRACT CORNERS WILL BE SET PRIOR TO ANY TRANSFER OF LOTS OR TRACTS IN ACCORDANCE WITH F.S. 177.091.9.

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
N/A	LAT	LAT	LHD

BY	DATE
	09/06/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

2

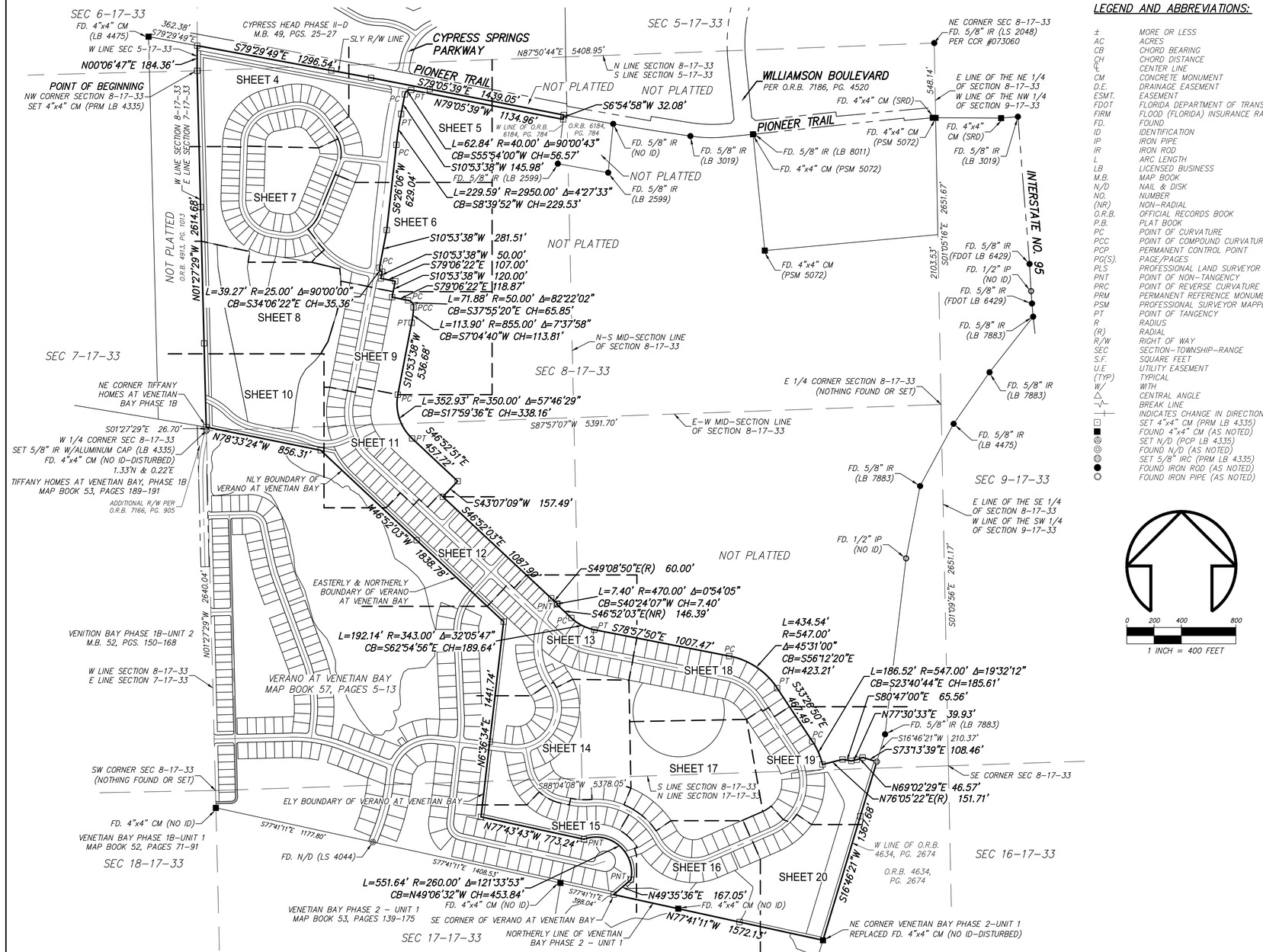
RECORD PLAT

Drawing name: V:\1MDS\1351 - Melvin Property-Shell Points_Survey\Civil 3D-DMDs\1351_surplat-PH1&2(2).dwg Plot: 52 Aug 02, 2024 12:52pm by: tlhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON-RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
(TYP)	TYPICAL
W/	WITH
△	CENTRAL ANGLE
	BREAK LINE
	INDICATES CHANGE IN DIRECTION
⊡	SET 4"x4" CM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
⊛	SET N/D (PCP LB 4335)
◎	FOUND N/D (AS NOTED)
◎	SET 5/8" IRC (PRM LB 4335)
●	FOUND IRON ROD (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)

0 200 400 800

1 INCH = 400 FEET

KEY SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 3 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999 LB 4335

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	05/05/22

536 N. HALIFAX AVENUE, SUITE # 100 BY

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 3

RECORD PLAT

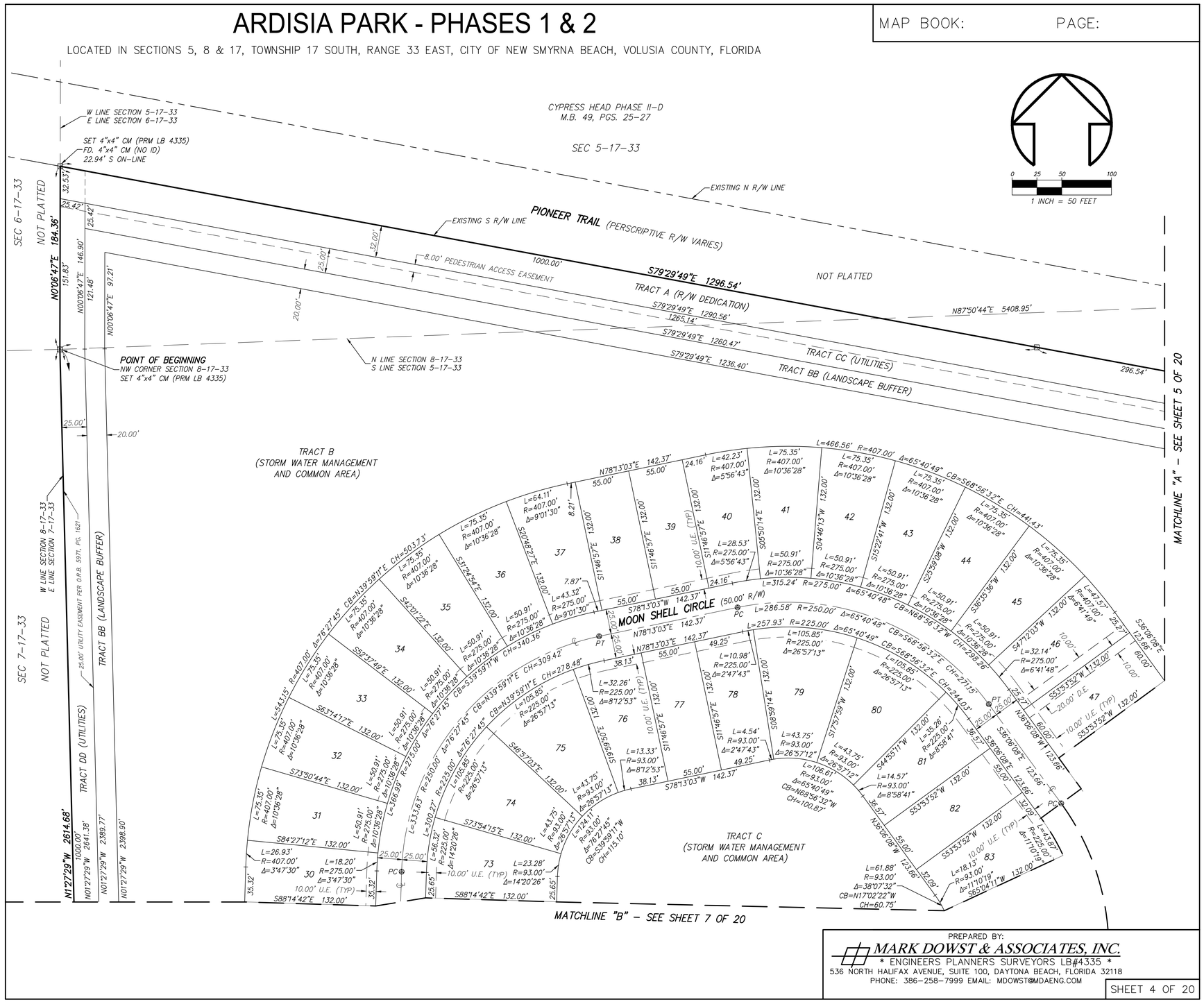
Drawing name: V:\DWGS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 53 Aug 02, 2024 12:52pm by: lhb

1833

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 4 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

BY DATE

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 4

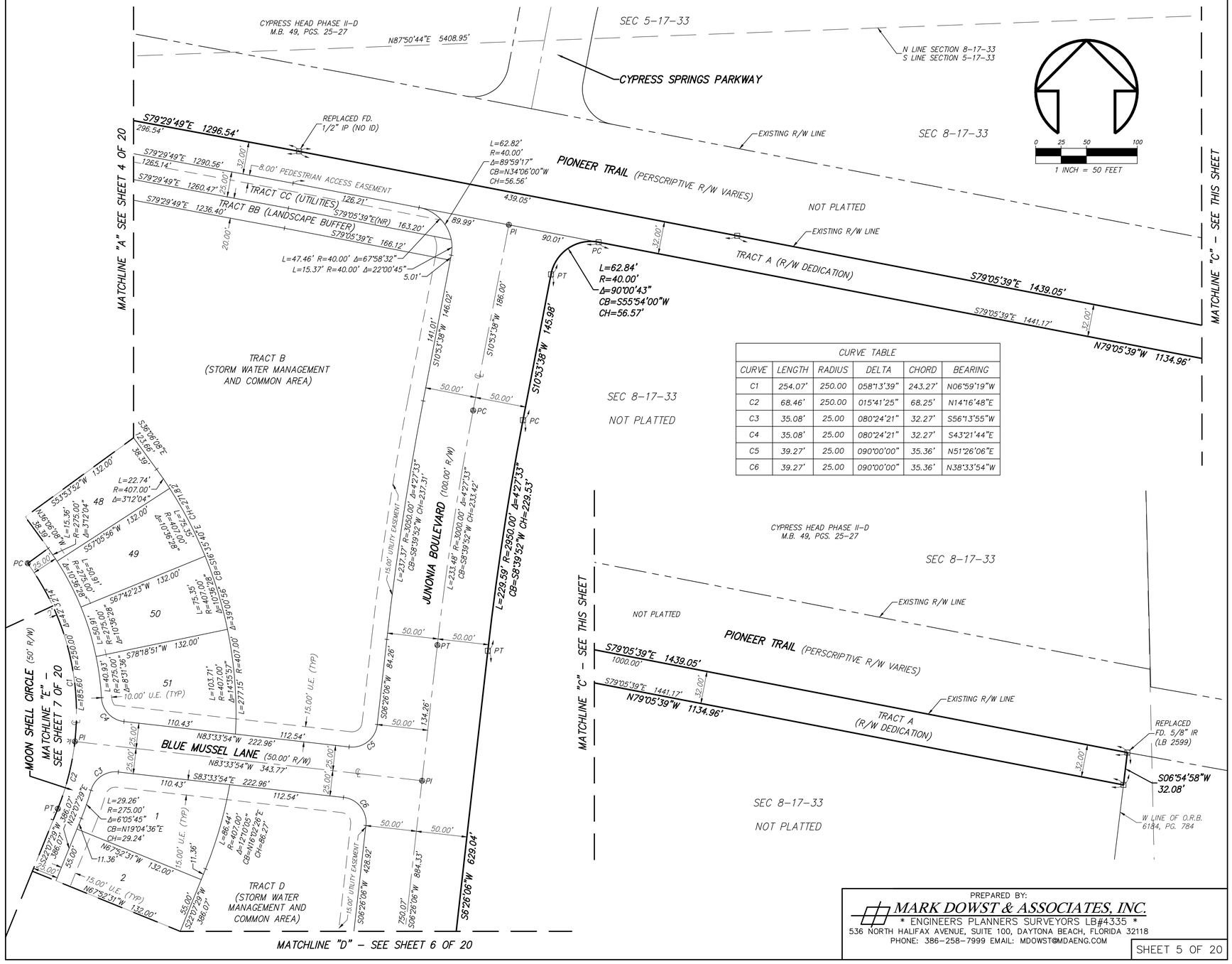
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 54 Aug 05, 2024 10:36am by: thib

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	254.07'	250.00	058°13'39"	243.27'	N06°59'19"W
C2	68.46'	250.00	015°41'25"	68.25'	N14°16'48"E
C3	35.08'	25.00	080°24'21"	32.27'	S56°13'55"W
C4	35.08'	25.00	080°24'21"	32.27'	S43°21'44"E
C5	39.27'	25.00	090°00'00"	35.36'	N51°26'06"E
C6	39.27'	25.00	090°00'00"	35.36'	N38°33'54"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 5 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

BY DATE

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

5

RECORD PLAT

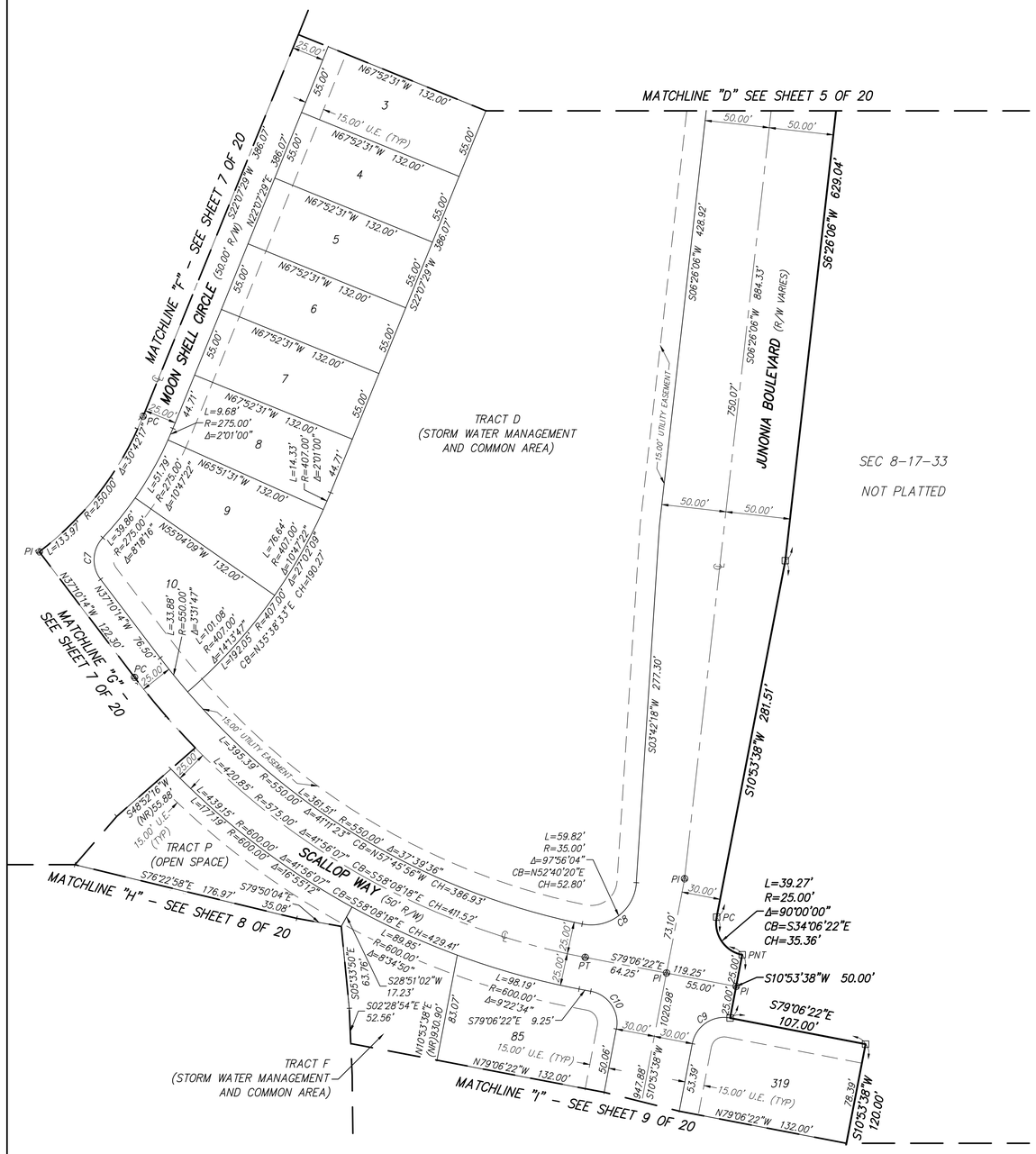
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_Layout-PH1&2(2).dwg Plot: SS Aug 05, 2024 10:36am by: mlb

1835

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C7	35.08'	25.00	080°24'21"	32.27'	S03°01'56"W
C8	59.82'	35.00	097°56'04"	52.80'	N52°40'20"E
C9	39.27'	25.00	090°00'00"	35.36'	S55°53'38"W
C10	39.27'	25.00	090°00'00"	35.36'	N34°06'22"W

PREPARED BY:
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SHEET 6 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 6

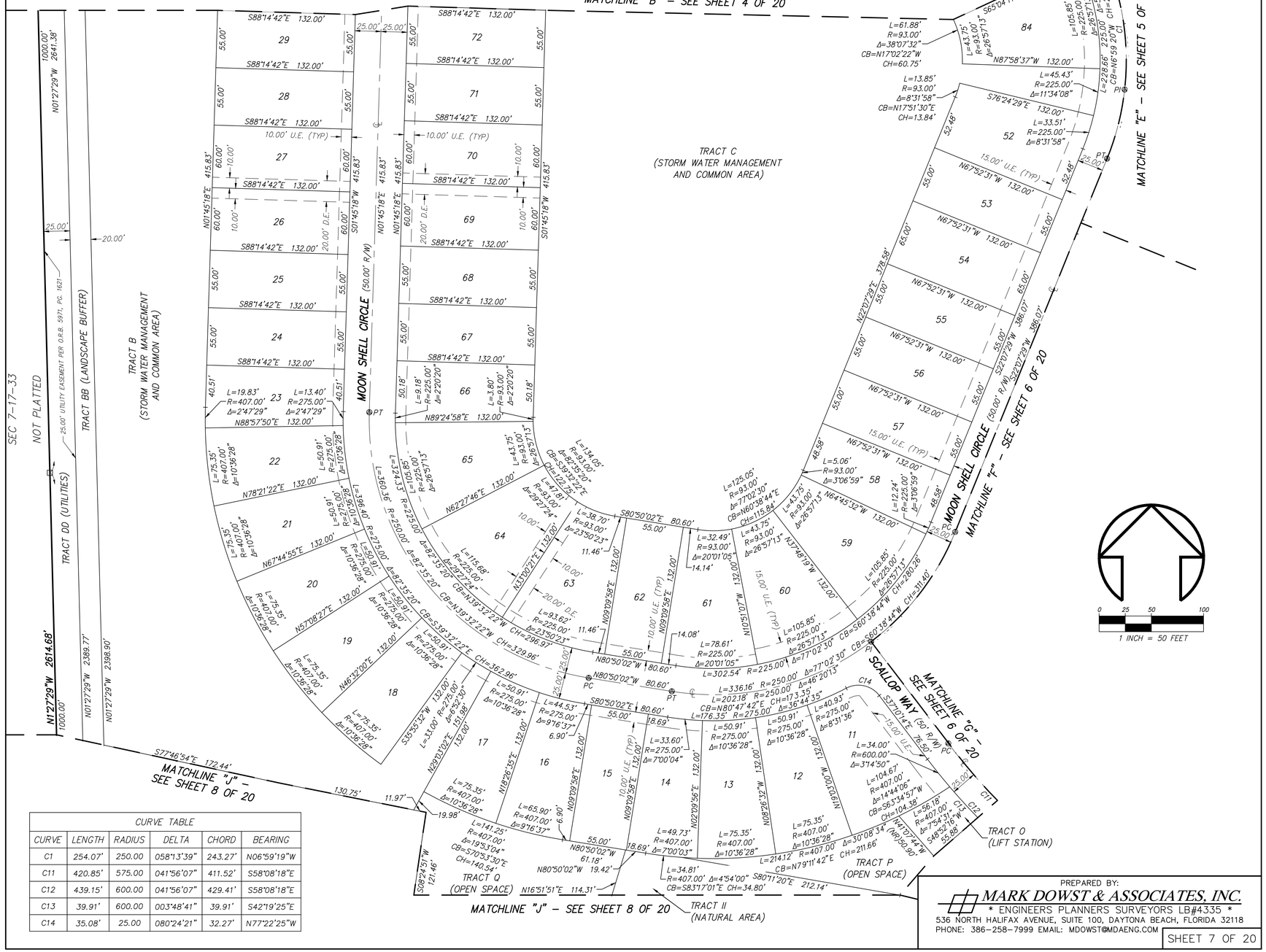
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 95 Aug 02, 2024 12:54pm by: hhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	254.07'	250.00	058°13'39"	243.27'	N06°59'19"W
C11	420.85'	575.00	041°56'07"	411.52'	S58°08'18"E
C12	439.15'	600.00	041°56'07"	429.41'	S58°08'18"E
C13	39.91'	600.00	003°48'41"	39.91'	S42°19'25"E
C14	35.08'	25.00	080°24'21"	32.27'	N77°22'25"W

PREPARED BY:
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SHEET 7 OF 20

NO. | DATE | APPR. | REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
BY			DATE 05/05/22
PRELIMINARY			DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 7

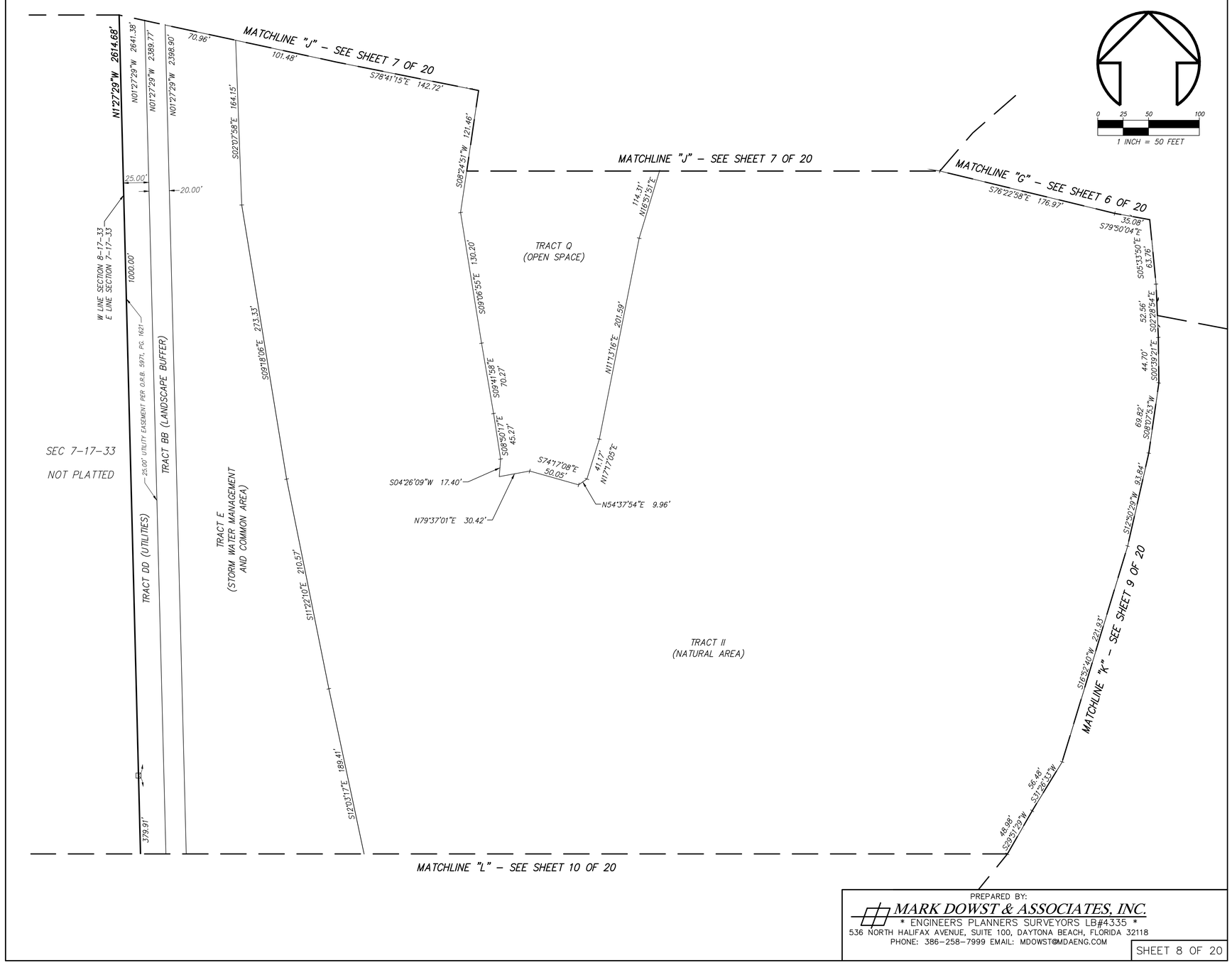
RECORD PLAT

Drawing name: V:\JOBS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_Layout-PH1&2(2).dwg Plot: 07 Aug 02, 2024 12:55pm by: rhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 8 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 8

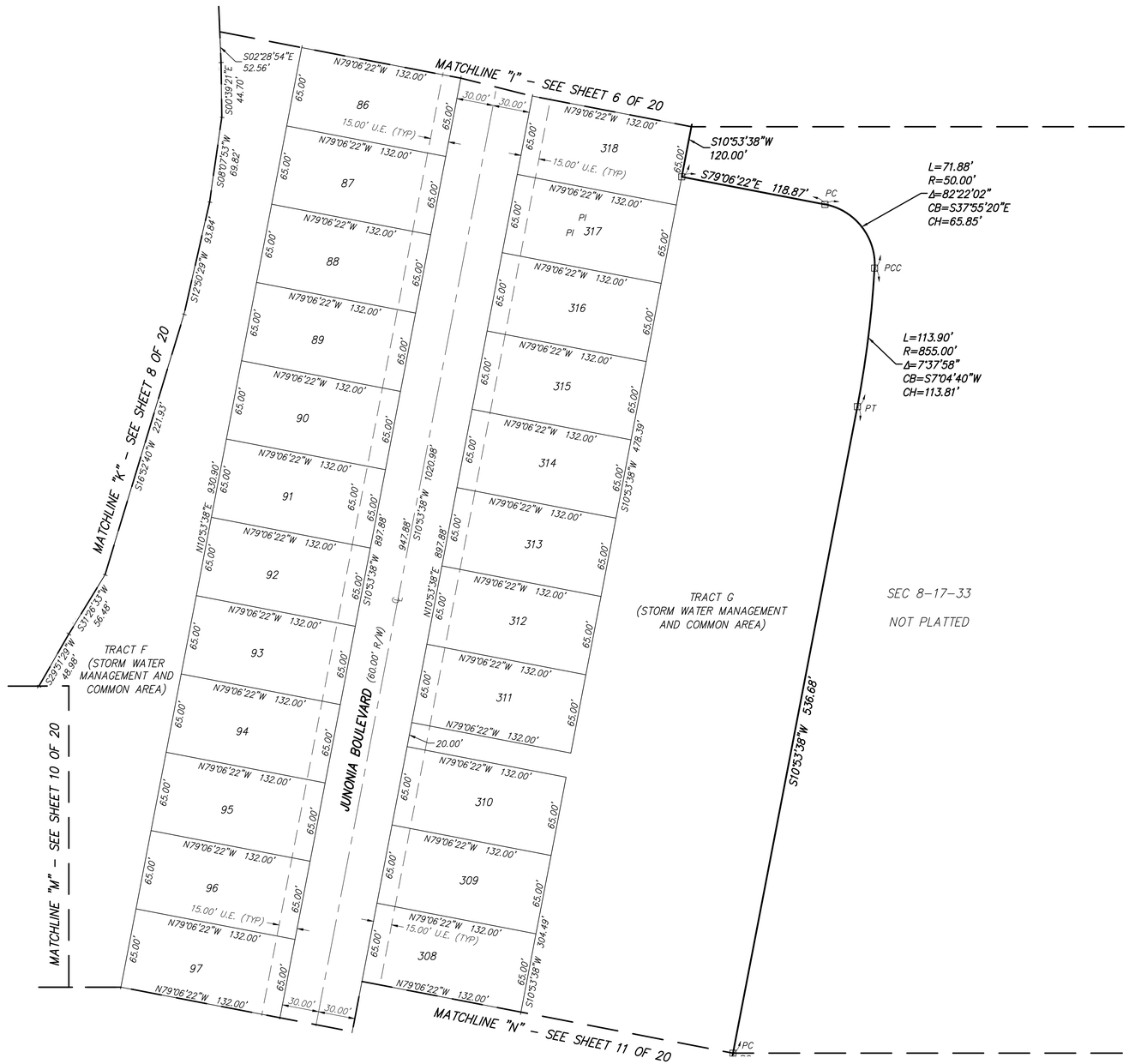
RECORD PLAT

Drawing name: k:\dwgs\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–Ph1&2(2).dwg Aug 02, 2024 12:55pm by: tmb Plot SB

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 9 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
	BY	BY	DATE 05/05/22

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

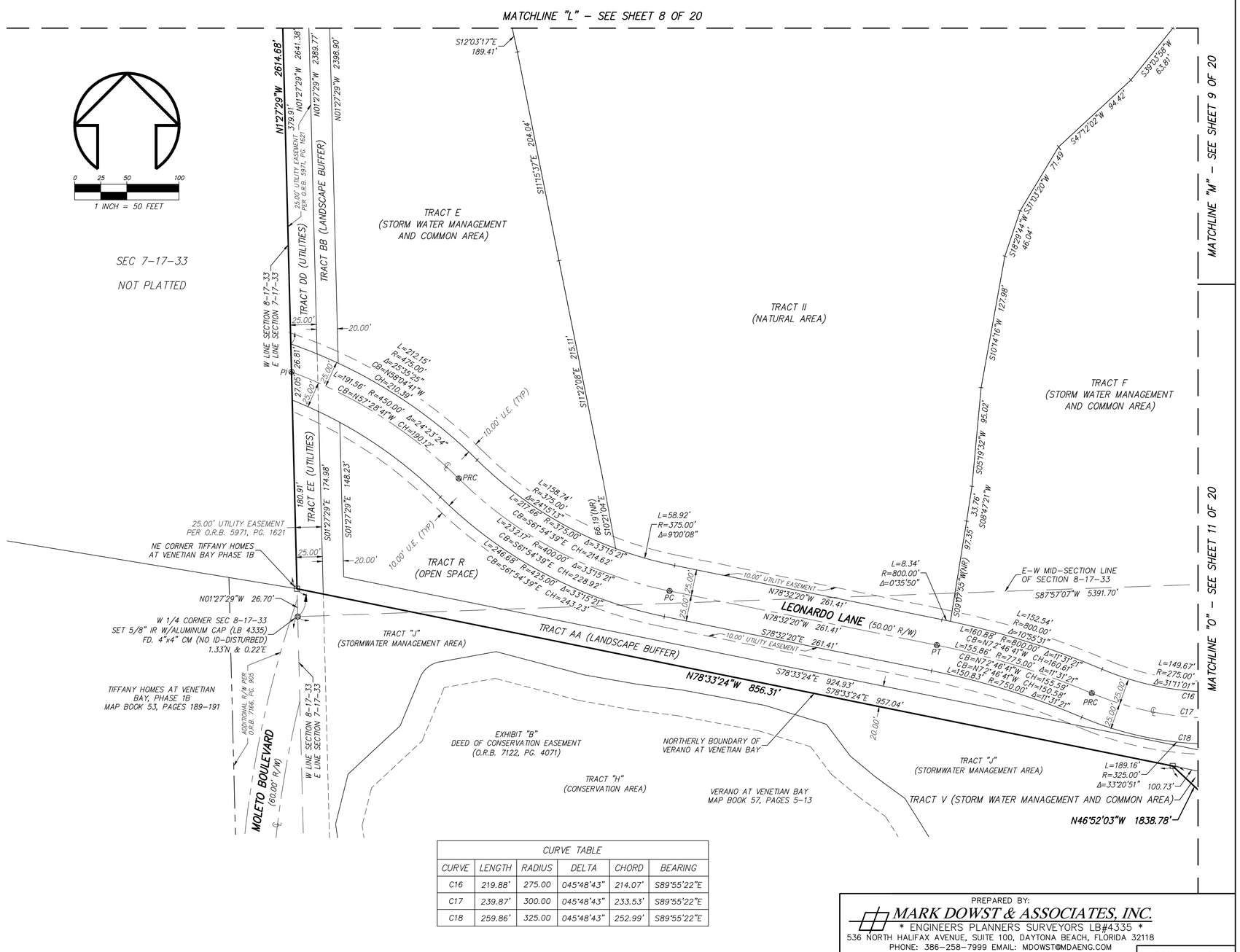
PROJECT NO. 1351 9
RECORD PLAT

Drawing name: k:\DWGS\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-Ph1&2(2).dwg Plot: 09 Aug 02, 2024 12:56pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C16	219.88'	275.00	045°48'43"	214.07'	S89°55'22"E
C17	239.87'	300.00	045°48'43"	233.53'	S89°55'22"E
C18	259.86'	325.00	045°48'43"	252.99'	S89°55'22"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 10 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	LAT	DRAWN	LAT	CHECKED
50'			LHD		

PRELIMINARY

DATE 05/05/22
BY
DATE
BY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

10

RECORD PLAT

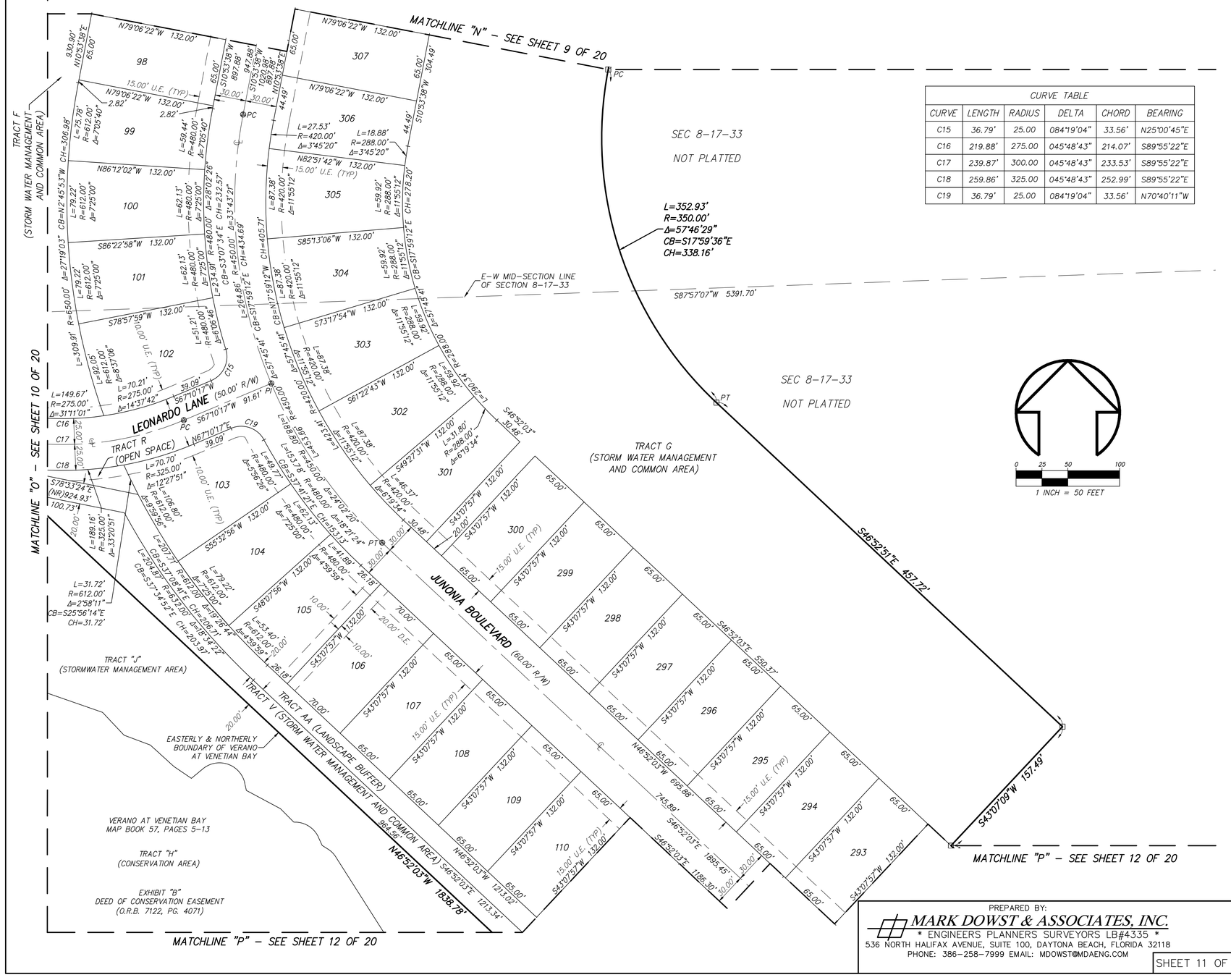
Drawing name: V:\DWGS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 510 Aug 02, 2024 12:56pm by: lmb

1840

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C15	36.79'	25.00	084°19'04"	33.56'	N25°00'45"E
C16	219.88'	275.00	045°48'43"	214.07'	S89°55'22"E
C17	239.87'	300.00	045°48'43"	233.53'	S89°55'22"E
C18	259.86'	325.00	045°48'43"	252.99'	S89°55'22"E
C19	36.79'	25.00	084°19'04"	33.56'	N70°40'11"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 11 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	CHECKED	DATE
50'	LAT	LHD	05/05/22
	DRAWN	BY	DATE
	LAT		

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

11

RECORD PLAT

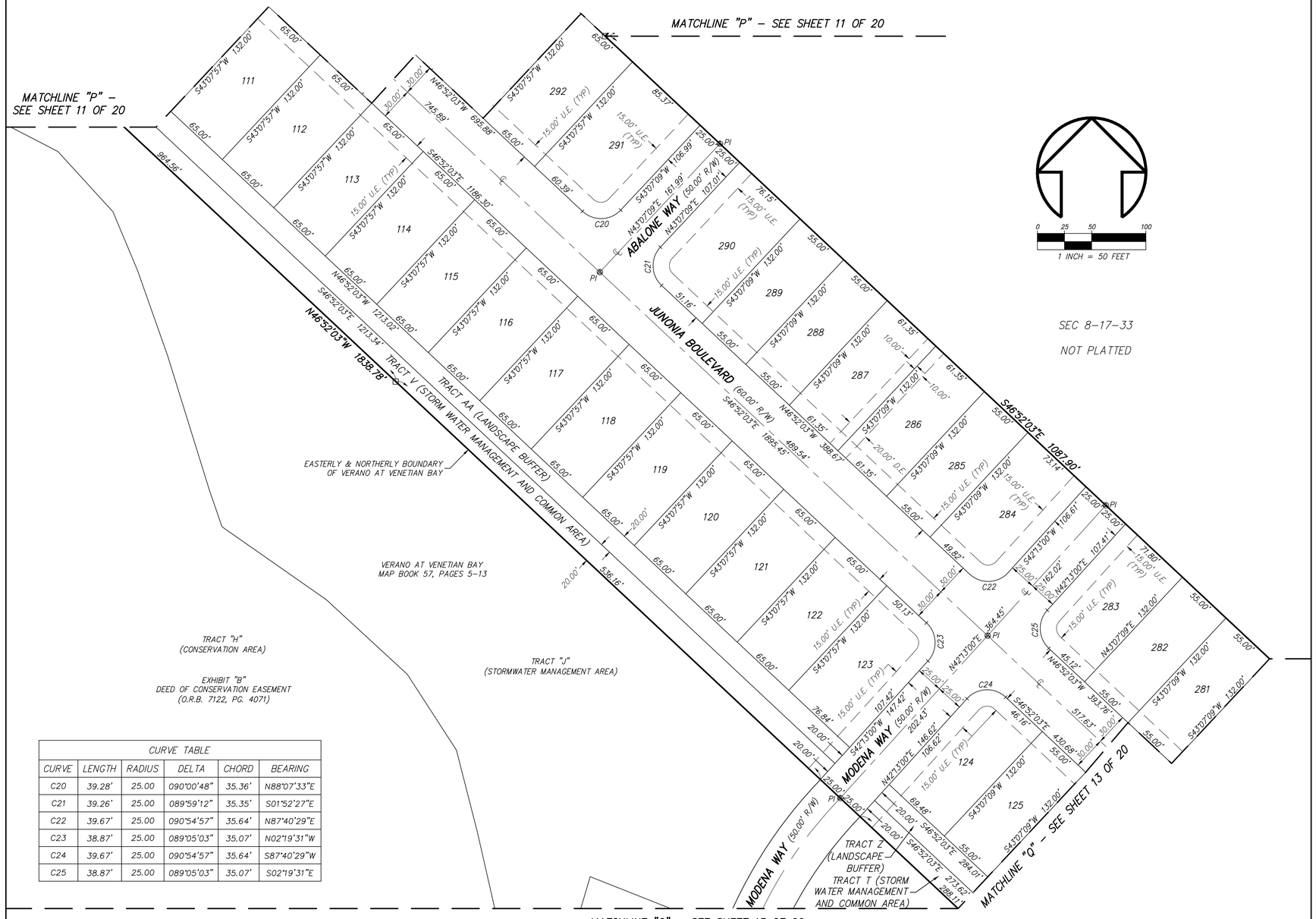
Drawing name: V:\DWGS\1351 - Melvin Property\Sheet Plots_Survey\Civil 3D-DWGs\1351_survplot-PH1&2(2).dwg Plot STI Aug 02, 2024 12:56pm by: lhlb

1841

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C20	39.28'	25.00	090°00'48"	35.36'	N88°07'33"E
C21	39.26'	25.00	089°59'12"	35.35'	S01°52'27"E
C22	39.67'	25.00	090°54'57"	35.64'	N87°40'29"E
C23	38.87'	25.00	089°05'03"	35.07'	N02°19'31"W
C24	39.67'	25.00	090°54'57"	35.64'	S87°40'29"W
C25	38.87'	25.00	089°05'03"	35.07'	S02°19'31"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 12 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 12

RECORD PLAT

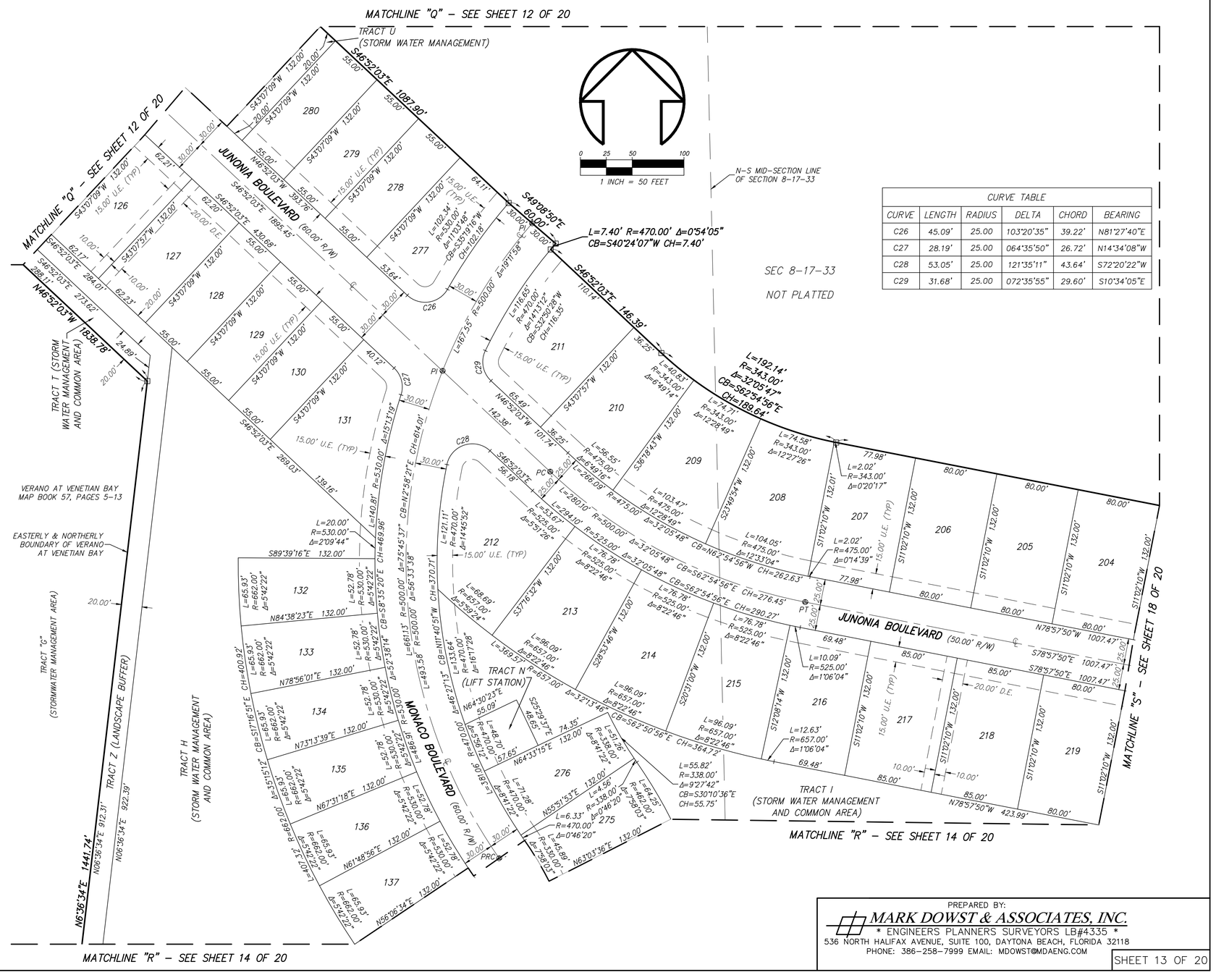
Drawing name: V:\1JMDS\1351 – Melvin Property–Shell Pointe\1_Survey\Civil 3D–DWGs\1351_surplot–PH1&2(2).dwg Plot: 512 Aug 02, 2024 12:58pm by: tmb

1842

ARDISIA APRK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C26	45.09'	25.00	103°20'35"	39.22'	N81°27'40"E
C27	28.19'	25.00	064°35'50"	26.72'	N14°34'08"W
C28	53.05'	25.00	121°35'11"	43.64'	S72°20'22"W
C29	31.68'	25.00	072°35'55"	29.60'	S10°34'05"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 13 OF 20

REVISION | NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS *
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999
SCALE 50' | DESIGNED | DRAWN LAT | CHECKED LHD | DATE 05/05/22 | BY | DATE

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

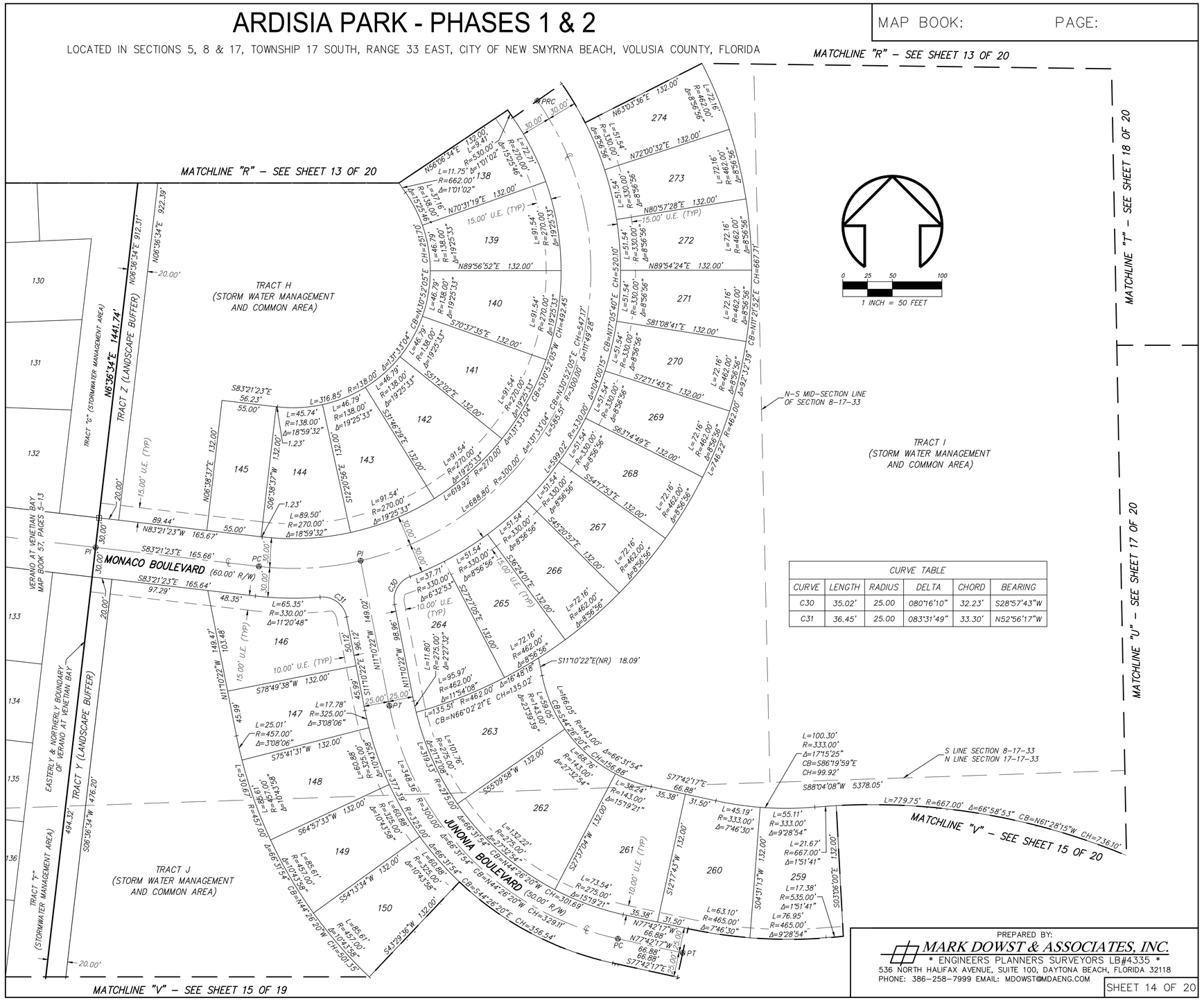
PROJECT NO. 1351 | 13
RECORD PLAT

Drawing name: k:\LMDS\1351 – Melvin Property–Sheet Plat\4_Survey\Civil 3D–DWGs\1351_surplat–Plat&2(2).dwg Plot: 513 Aug 02, 2024 12:38pm by: lhb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C30	35.02'	25.00	080°16'10"	32.23'	S28°57'43"W
C31	36.45'	25.00	083°31'49"	33.30'	N52°56'17"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 14 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

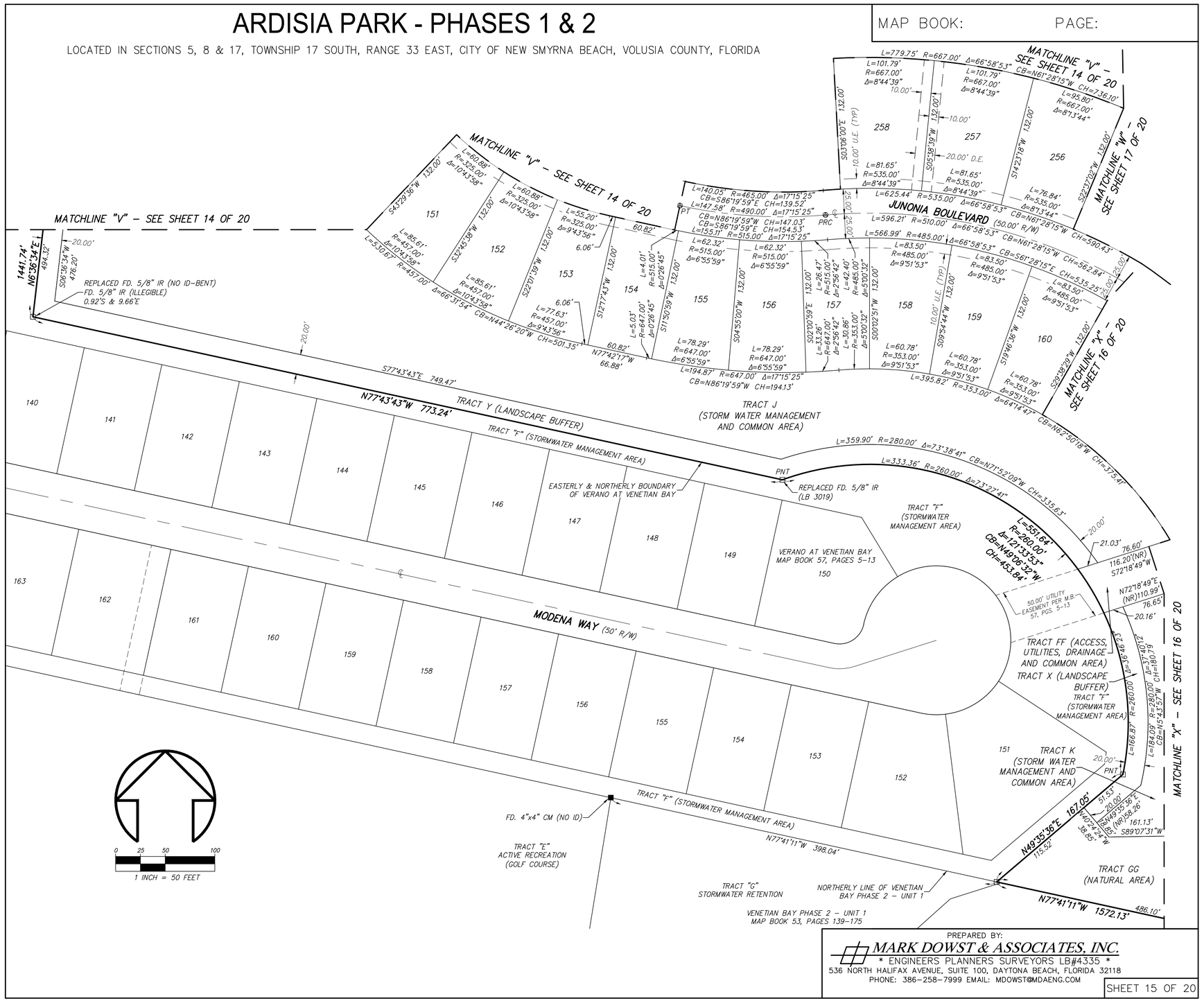
PROJECT NO. 1351 | 14
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot S14 Aug 02, 2024 12:59pm by: lthib

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 15 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
			DATE 05/05/22
			BY

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 15

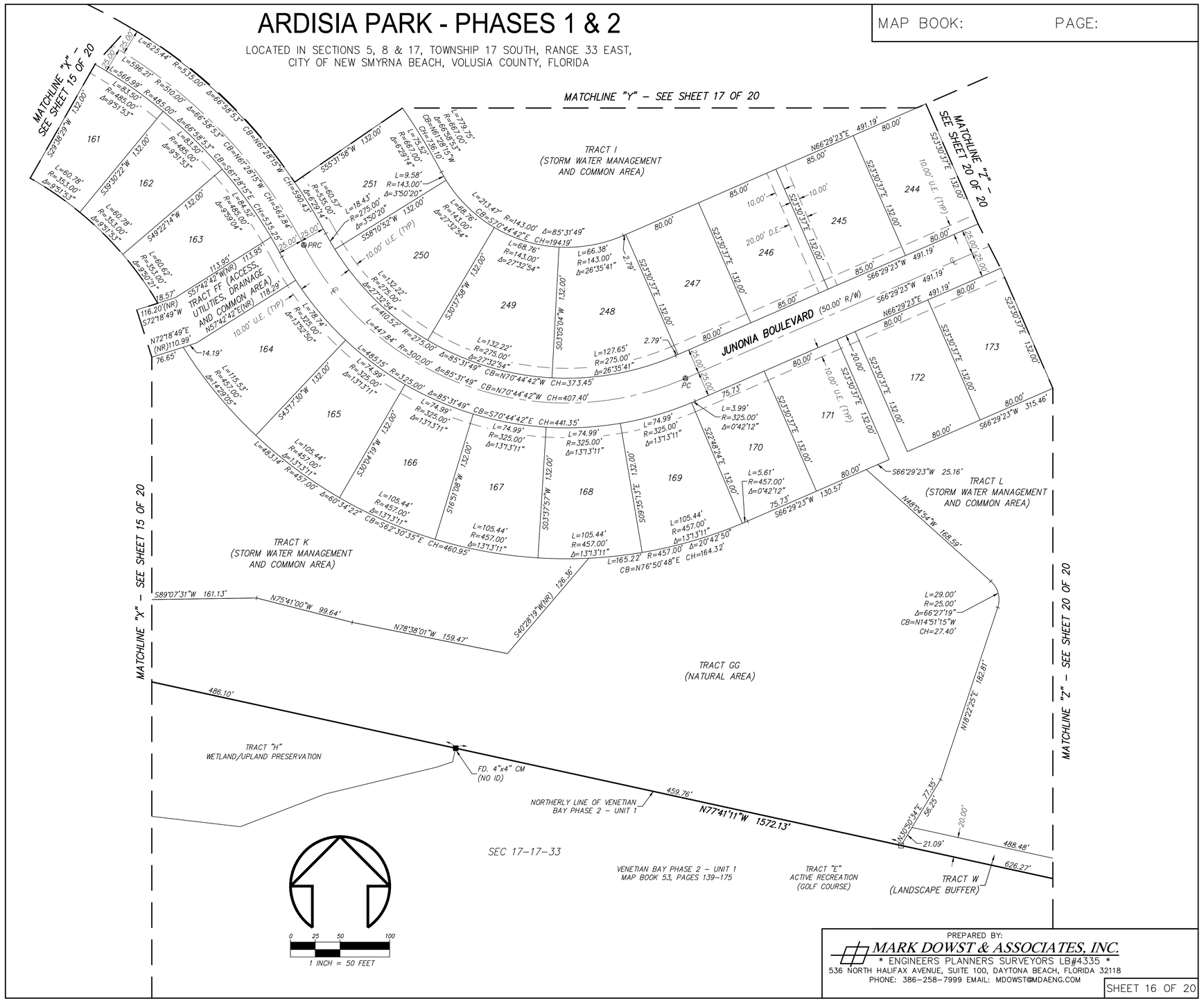
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 515 Aug 02, 2024 12:59pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST,
CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 16 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

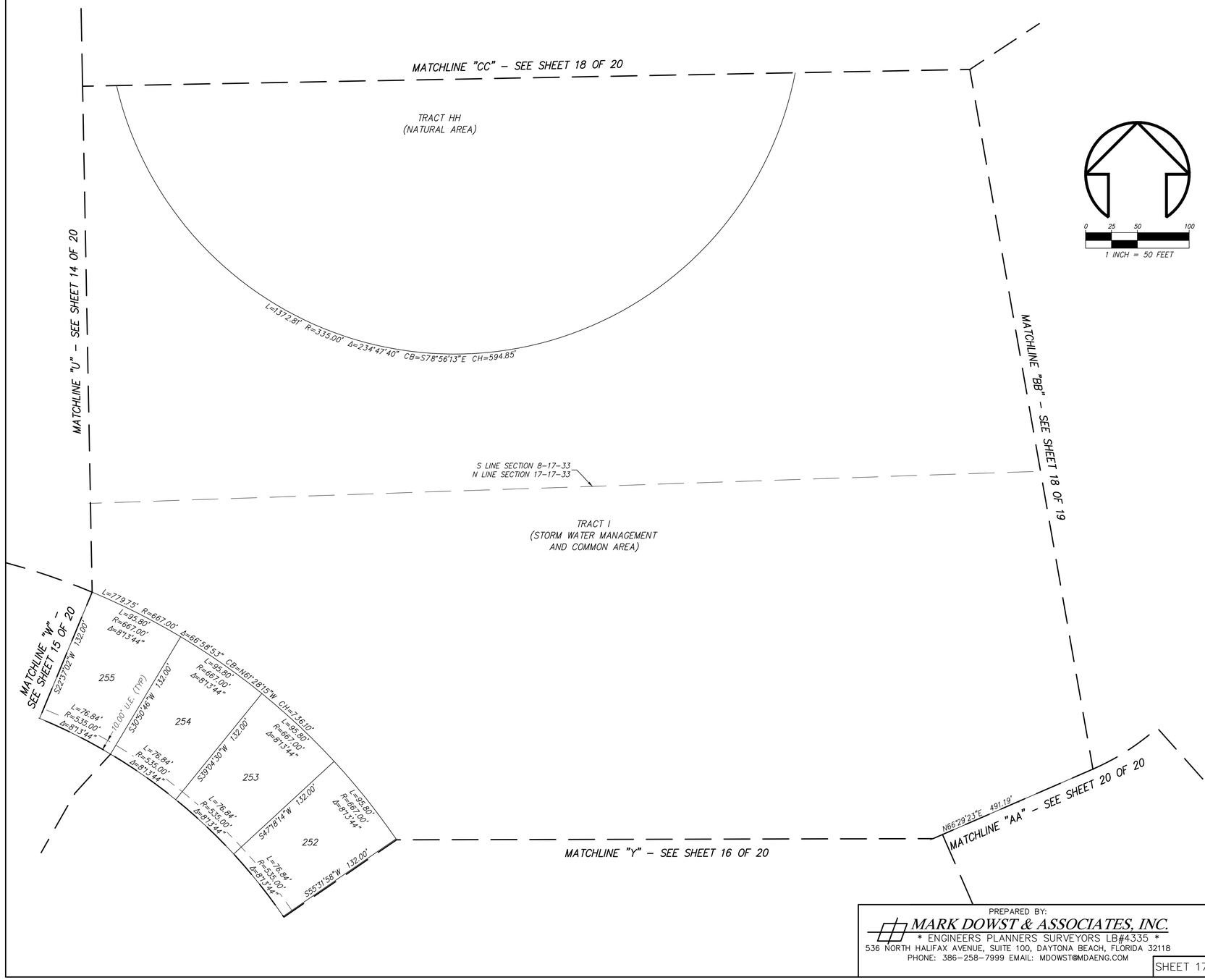
PROJECT NO. 1351 | 16
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 516 Aug 02, 2024 1:08pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 17 OF 20

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 17

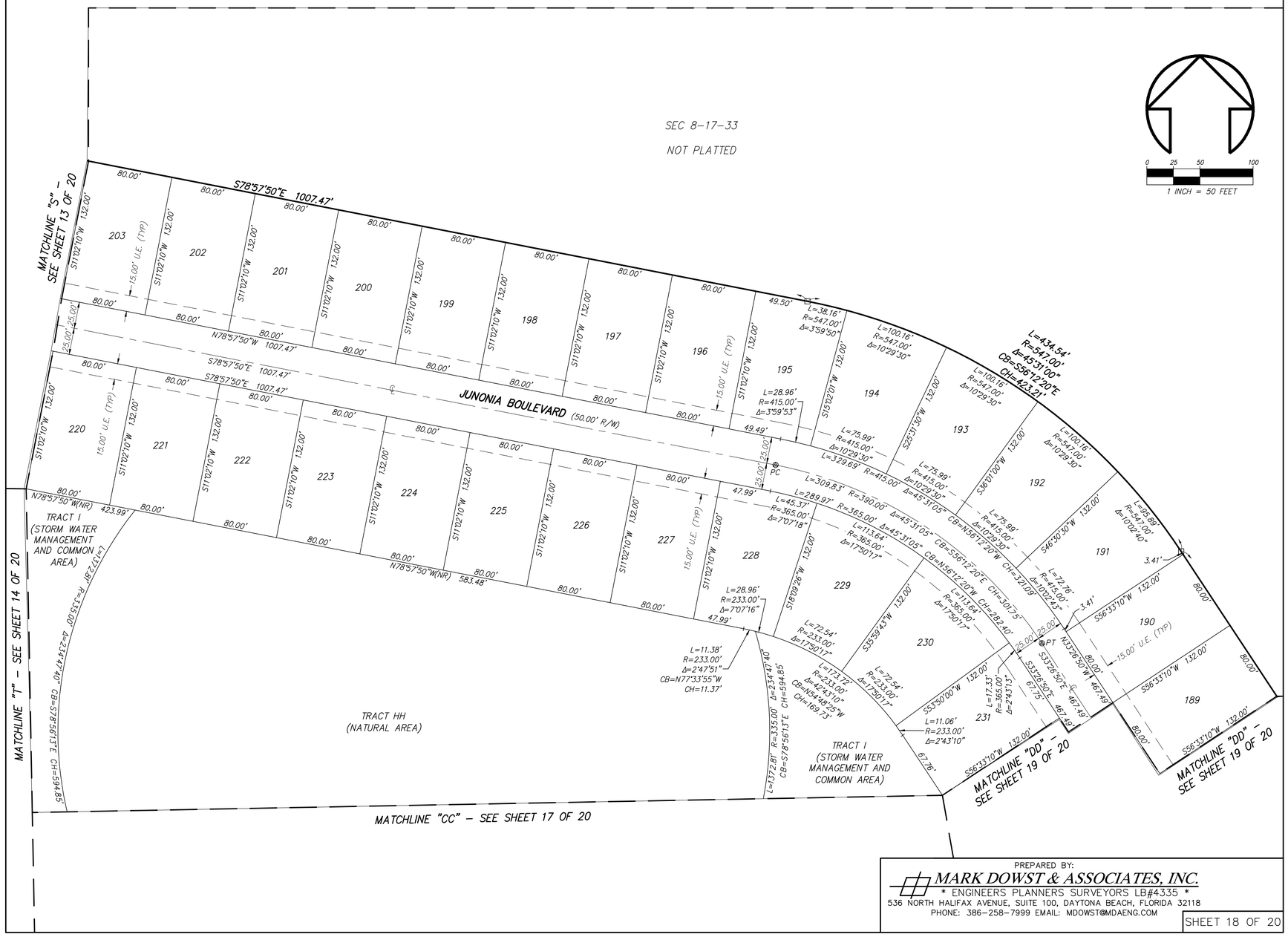
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 517 Aug 02, 2024 1:08pm by: tmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 18 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO.	
1351	18

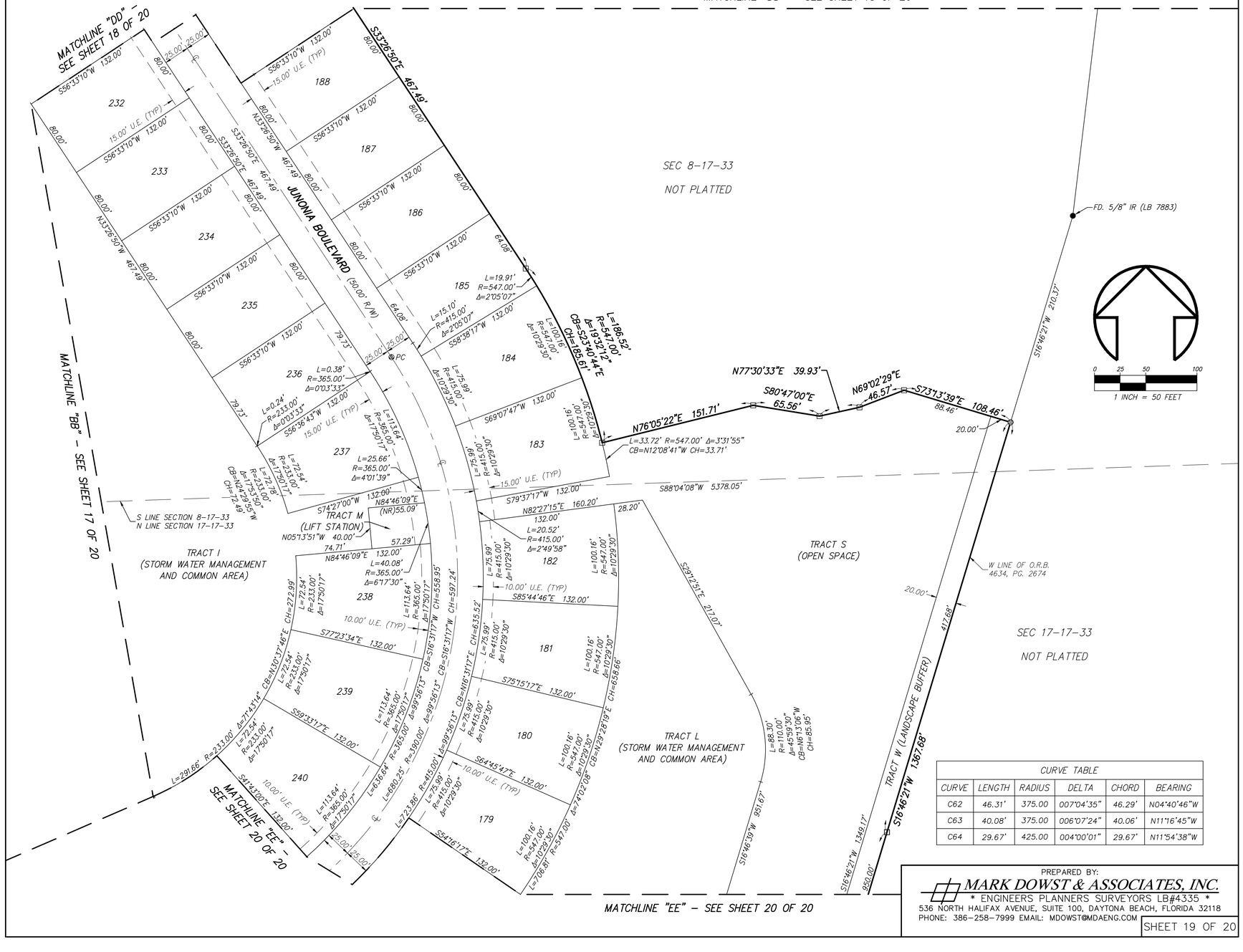
RECORD PLAT

Drawing name: V:\1351\1351 - Melvin Property-Shell Pointe\1_Survey\Civil 3D-DWGs\1351_surplat-PH1&2(2).dwg Plot: 518 Aug 02, 2024 - 1:00pm by: lmb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C62	46.31'	375.00	007°04'35"	46.29'	N04°40'46"W
C63	40.08'	375.00	006°07'24"	40.06'	N11°16'45"W
C64	29.67'	425.00	004°00'01"	29.67'	N11°54'38"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 19 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

19

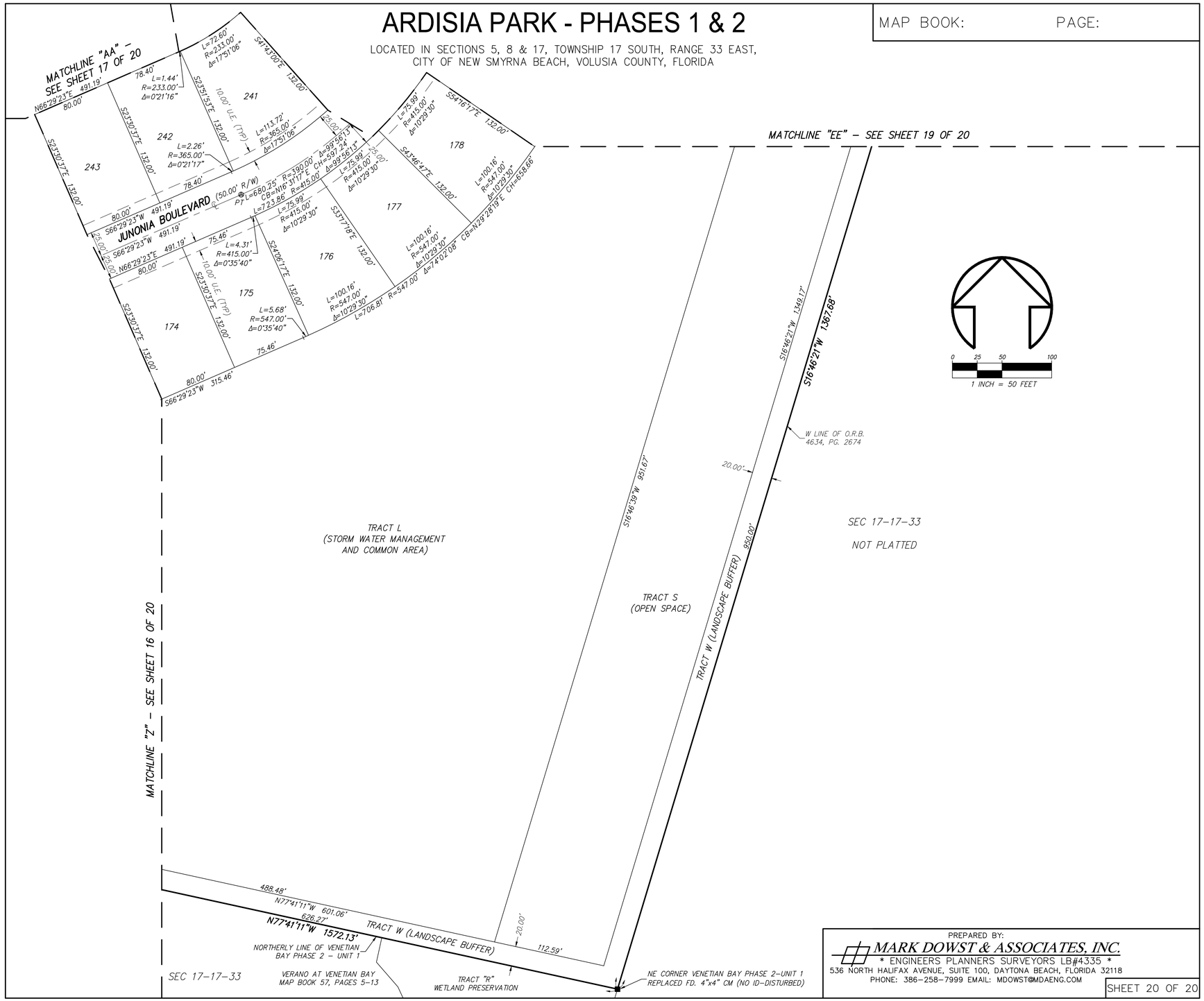
RECORD PLAT

Drawing name: K:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_purplot-PH1&2(2).dwg Plot: 519 Aug 02, 2024 1:15pm by: mb

ARDISIA PARK - PHASES 1 & 2

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST,
CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 20 OF 20

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	05/05/22

PRELIMINARY

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 20

RECORD PLAT

Drawing name: V:\JOBS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–PH1&2(2).dwg Plot: 520 Aug 02, 2024 1:09pm by: tmb

Exhibit “C”

ARDISIA PARK - PHASES 1 AND 2

CITY OF NEW SMYRNA BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
RURAL KING
4216 DEWITT AVENUE
MATTOON, IL 61938
PHONE NUMBER: (217) 246-4961
CONTACT PERSON: KYLE OGDEN
e-mail: kogden@ruralking.com

DEVELOPER:
TAYLOR MORRISON
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751
PHONE NUMBER: (407) 720-8680
CONTACT PERSON: FREDRICK MILLER
e-mail: fmiller@taylormorrison.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: MICHELLE K. WIDICK, P.E.
e-mail: mwidick@zevcohen.com

SURVEYOR:
MARK DOWST & ASSOCIATES, INC.
536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FL 32118
PHONE NUMBER: (386) 258-7999
FAX NUMBER: (386) 257-4310
CONTACT PERSON: MARK DOWST, P.E.
e-mail: markdowst@mdaeng.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE RD, SUITE C
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: BRIAN POHL, P.E.
e-mail: bpohl@universalengineering.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, PLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

PHASE 1 & 2 OF THIS PROJECT INCLUDES THE CONSTRUCTION OF 319 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED UTILITY INFRASTRUCTURE AND STORMWATER CONVEYANCE & TREATMENT FACILITIES.

SITE INFORMATION:	
SITE ADDRESS:	3350 PIONEER TRAIL, NEW SMYRNA BEACH, FL
PHASE AREA:	± 210.6 AC
TAX PARCEL I.D. #:	7305-00-00-0030; 7308-00-00-0030 & 0050
EXISTING ZONING:	PUD
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING FUTURE LAND USE:	SUSTAINABLE COMMUNITY DEVELOPMENT (SCD)
UNIT/LOT COUNT:	319 LOTS
UNIT/LOT DENSITY:	1.5 LOTS PER ACRE (PHASE 1 & 2 AREA ONLY)
SETBACKS:	
FRONT:	17.5 FT (LIVING & PORCHES); 22.5 (GARAGES)
SIDE:	5 FT (FROM EAVE)
STREET SIDE:	15 FT
REAR:	25 FT
REQUIRED LANDSCAPE BUFFER(S):	
NORTH:	20 FT
SOUTH:	20 FT
EAST:	20 FT
WEST:	20 FT
MINIMUM LOT SIZE:	6,600 SF
MINIMUM LOT WIDTH:	55 FT
MAXIMUM BUILDING/LOT COVERAGE	50%
MAXIMUM BUILDING HEIGHT	35 FT
UTILITIES:	PROVIDED BY UTILITIES COMMISSION

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
PROPOSED IMPROVEMENTS:		
LOT IMPERVIOUS AREA	34.33 AC	16.3%
PAVEMENT & SIDEWALK	15.19 AC	7.2%
POND AREA(S)	57.33 AC	27.2%
LANDSCAPE/GREEN SPACE	103.75 AC	49.3%
TOTAL PERVIOUS	103.75 AC	49.3%
TOTAL IMPERVIOUS	106.85 AC	50.7%

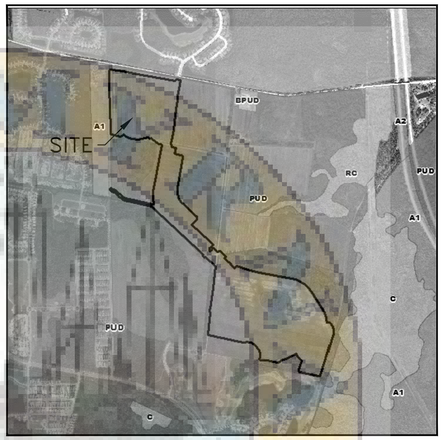
LEGAL DESCRIPTION:

SEE SHEET C4 FOR LEGAL DESCRIPTION.



VICINITY MAP

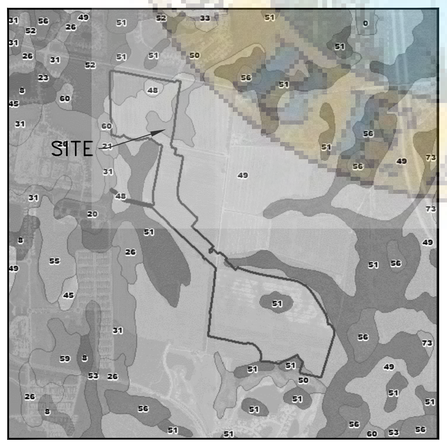
SCALE: 1" = 2000'



ZONING MAP

SCALE: 1" = 1500'

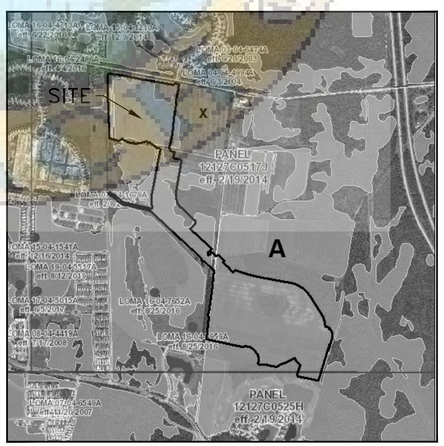
CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP

SCALE: 1" = 1500'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
21 EAUGALLIE FINE SAND - DEPRESSIONAL (C/D) , 31 MALABAR FINE SAND (A/D), 48 PLACID FINE SAND - DEPRESSIONAL (A/D), 49 POMONA FINE SAND (A/D), 51 POMONA-ST JOHNS COMPLEX (A/D), 56 SAMSULA MUCK (A/D), 60 SMYRNA FINE SAND (A/D)



FLOOD ZONE MAP

SCALE: 1" = 1500'

THE PROPERTY LIES IN:
FLOOD ZONE "A" PER FEMA MAPS 12127C0517J EFF. 2/19/2014
ESTABLISHED FLOOD ELEVATION = 22.86 FT

SHEET INDEX:

C1	COVER SHEET
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C5-C10	DEMOLITION & EROSION CONTROL PLANS
C11	OVERALL DEVELOPMENT PLAN
C12-C17	GEOMETRY, SIGNAGE & STRIPING PLANS
C18-C30	PAVING, GRADING & DRAINAGE PLANS
C31	STORMWATER STRUCTURE TABLES
C32-C44	UTILITY PLANS
C45-C64	PLAN & PROFILES
C65-C66	OFFSITE IMPROVEMENTS PLAN
C67-C76	CONSTRUCTION DETAILS
TP1	TREE PROTECTION PLAN & DETAILS
HA1-HA14	HARDSCAPE PLAN & DETAILS
LA1-LA14	LANDSCAPE PLAN & DETAILS
EX-1	OPEN SPACE EXHIBIT

THE CITY OF NEW SMYRNA BEACH
FINAL TECHNICAL REVIEW STAFF APPROVAL

PROJECT NUMBER S-0003-2022
PROJECT NAME Ardisa Park Phase 1 & 2
City Engineer Jesse Meyers
Building Official
City Planner
Utilities Commission
Fire Department Steve Lane
APPROVAL DATE September 9, 2024

PERMIT STATUS:

ST JOHNS RIVER WATER MANAGEMENT DISTRICT:	RECEIVED - PERMIT #:156663-3
VOLUSIA COUNTY USE PERMIT:	IN PROCESS
FDEP SEWER PERMIT:	NOT SUBMITTED
VCHD WATER PERMIT:	NOT SUBMITTED
FDEP NPDES:	NOT SUBMITTED
FDEP WETLAND:	NO PERMIT REQUIRED

MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-8591)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-04-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-08-23	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-11-23	MLR	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
COVER SHEET

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 01_18169-COV
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=Zev Cohen & Associates, Inc., ou=Civil Engineering, email=mrussell@zevcohen.com, c=US
Date: 2024.09.04 13:40:08 -04'00'
Adobe Acrobat Version: 2024.001.20643
Unless verified by a valid PDF signature, this document is not signed and sealed by Melia L. Russell, P.E. using a Sha1 with RSA Encryption algorithm.
Verify at: http://get.adobe.com/reader/

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 76

R:\18169 - SHELL POINTE COVINA\ENGINEERING PLANS\CADD\XS\01_18169-COV.DWG - PRINTED: 9/4/2024 11:45 AM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, LATEST EDITIONS.
2. ALL DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
5. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS–BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
8. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY PRIOR TO PERFORMING THE WORK.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS–BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS–BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS–BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS–BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS–BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO VOLUSIA COUNTY TRAFFIC OPERATIONS (386–239–6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
11. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
12. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
13. SURVEY INFORMATION PROVIDED BY MARK DOWST & ASSOCIATES, INC. DATED _____. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
14. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
15. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
18. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
19. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
20. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
21. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
22. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
23. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
24. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
25. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
26. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
27. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
28. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
29. ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
30. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
31. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
32. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY.
33. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD.
34. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
35. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.
36. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
37. DURING CONSTRUCTION, AN ALL–WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.

GENERAL NOTES (CONT'D)

38. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
39. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMEROCK BASE UNLESS OTHERWISE NOTED ON PLANS.
40. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
41. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
42. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
43. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
44. GRADES SHOWN ARE FINISHED GRADES.
45. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI–WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
46. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
47. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
48. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE–TESTING PRIOR TO SCHEDULING A TEST OR WALK–THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
49. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY–TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
50. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
51. SITE DEVELOPMENT SHALL ADHERE TO THE CITY'S CONSTRUCTION MANAGEMENT GUIDELINES AS DEPICTED WITHIN ORDINANCE 60–19 THAT MAY REQUIRE A 6' CHAIN LINK FENCE WITH SINGLE COLOR FABRIC ALONG THE PIONEER TRAIL PERIMETER.
52. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS. FOR RESIDENTIAL SUBDIVISION DESIGN, ZCA SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR, EITHER LOT OR HOME IMPROVEMENTS PROPOSED TO BE CONSTRUCTED (OR ACTUALLY CONSTRUCTED) BY OTHERS AND/OR IMPROVEMENTS CONSTRUCTED AFTER CERTIFICATION OF COMPLETION OF THE SITE INFRASTRUCTURE. LOT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INDIVIDUAL HOME CONSTRUCTION, INDIVIDUAL LOT GRADING, GARAGES, DRIVEWAYS, SIDEWALKS, PATIOS, PORCHES, POOLS, POOL DECKS, SITTING AREAS, RETAINING WALLS, ETC. DESIGNED OR CONSTRUCTED BY THE HOMEBUILDER, HOMEOWNER, HOA, CONTRACTORS OR OTHER DESIGN PROFESSIONALS, NOT EMPLOYED BY ZCA, SHALL NOT BE THE RESPONSIBILITY OF ZCA.

EROSION & SEDIMENT CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAKING AVAILABLE ONSITE, ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY POTENTIAL STORM WATER DISCHARGES TO THE CITY'S PERMITTED MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MUST BE DESIGNATED ON THE FDEP NPDES CONSTRUCTION GENERIC PERMIT AND A COPY OF THE NOTICE OF INTENT PROVIDED TO THE CITY OF NEW SMYRNA STORM WATER COORDINATOR. THE CONTRACTOR SHALL MAINTAIN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL PERMITS REQUIREMENTS.
2. THE CONTRACTOR SHALL AS A MINIMUM, PREPARE AND IMPLEMENT AN EROSION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GUIDELINES.
3. INITIAL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO ANY LAND DISTURBING ACTIVITIES.
4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSIONS AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ONSITE AND TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS. IF A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF A PERMIT, THE PRACTICES MUST BE IN ACCORDANCE WITH THE APPROVED PLAN. IF SPECIFIC SITE CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL OF SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY.
5. CONTRACTORS SHALL MINIMIZE DISTURBANCES OF EXISTING VEGETATION AND DRAINAGE PATTERNS TO MAXIMUM EXTENT PRACTICABLE. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
6. STORM WATER RETENTION, DETENTION, STORAGE AND CONVEYANCE SYSTEMS MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OF PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED FROM THE STORM WATER SYSTEM UPON REACHING 50% CAPACITY AND IMMEDIATELY PRIOR TO THE FINAL INSPECTION OF THE PROJECT.
7. CITY DEWATERING PERMITS SHALL BE OBTAINED AND APPROVED PRIOR TO ANY DEWATERING INTO THE CITY'S PERMITTED MS4 SYSTEM.

SITE CLEARING AND GRADING NOTES

THE FOLLOWING REPRESENTS MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO IMPLEMENT THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF EXISTING OR PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER OR DESIGNEE. THE CONTRACTOR SHALL LOCATE THESE AREAS ON THE PLANS AND BARRICADE THEM TO AVOID UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER–STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES AND FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES IN ACCORDANCE WITH THE CITY'S UTILITY DEPARTMENT STANDARDS.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIAL ON SUBJECT SITE, SILT FENCE SHALL BE INSTALLED:
   a. ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES,
   b. AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS,
   c. ADJACENT TO NATURAL LANDSCAPE BARRIERS, AND
   d. AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES.
   e. AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY PROPERTY LINE. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE–SPECIFIC CLEARING PERMIT AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD AND WATERING, AS REQUIRED.
9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND OR/ SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED, INCLUDING WATERING AND TRIMMING BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
11. ALL BURNING OF CLEARED MATERIALS MUST BE APPROVED AND PERMITTED THROUGH THE FL FOREST SERVICE, BUNNELL OFFICE.
12. ABSOLUTELY NO BURYING OF CLEARED & GRUBBED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED. TEMPORARY STOCKPILE SLOPES SHALL NOT EXCEED 4:1 (H:V).
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER MODIFIED AASHTO T–180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THESE LOTS AT 300' INTERVALS. THESE TESTS ARE TO BE PERFORMED IN 1' VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.

SITE CLEARING AND GRADING NOTES

17. IF ANY MUCK OR ANY UNSUITABLE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T–180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF FIVE DAYS SHALL BE COVERED OR WATERED TO MINIMIZE THE ADVERSE IMPACT ON ADJACENT PROPERTY OWNERS AT NO ADDITIONAL COST TO THE CITY OR OWNER. SEED AND MULCH IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORMWATER CONSTRUCTION NOTES

1. ALL MATERIALS, INSTALLATION AND SEDIMENT AND EROSION CONTROL FOR SUBDIVISIONS AND SITE PLANS SHALL CONFORM TO CITY STANDARDS, FDEP STANDARDS, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND FDOT DESIGN STANDARDS (LATEST EDITION).
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. CONTRACTOR SHALL FOLLOW REQUIRED EROSION AND SEDIMENT CONTROL PRACTICES AND INCLUDE AN EROSION CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE CITY'S EROSION AND SEDIMENT CONTROL NOTES DETAIL.
4. CONTRACTOR SHALL FOLLOW ALL OF THE CITY'S REQUIRED BEST MANAGEMENT PRACTICES. ALL CONSTRUCTION, RENOVATION, AND DEMOLITION SITES ARE TO BE KEPT CLEAN AND FREE OF REFUSE, DEBRIS, AND LITTER DURING THE CONSTRUCTION, RENOVATION, OR DEMOLITION PROCESS. A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED OR RENOVATED BUILDING SHALL NOT BE ISSUED UNTIL ALL REFUSE AND LITTER CAUSED BY THE CONSTRUCTION OR REN

SANITARY SEWER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTS SHALL BE COMPLETED A MINIMUM FREQUENCY OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPING AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR. INSPECTOR.
2. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER.
3. THE CITY OF NEW SMYRNA RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES AND TO AIR TEST SEWER MAINS.
4. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING A FULL–DIAMETER FLUSH OF THE MAINS FOR PRESSURE TESTING.
5. SANITARY SEWER FORCE MAINS SHALL BE PRESSURE TESTED TO 100 PSI FOR 2 HOURS WITH ALLOWABLE LEAKAGE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE TEST PRESSURE	NOMINAL PIPE DIAMETER – INCHES																		AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	64	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.19	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	9.61	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	8.99	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	8.32	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	7.97	275
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	7.60	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	7.21	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	6.80	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	6.36	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	5.88	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	5.37	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	4.80	100

* IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

POTABLE WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. ALL WORK PERFORMED ON POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
4. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH, AND THAT AS–BUILT DRAWINGS MEETING THE CITY'S REQUIREMENTS ARE PROVIDED TO THE CITY AND ACCEPTED PRIOR TO ANY USE OF THE SYSTEM.
5. THE WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE.
6. EACH WATER SERVICE TERMINATION SHALL BE MARKED WITH 2" X 4" PRESSURE TREATED LUMBER EXTENDING 4' ABOVE GROUND, BENEATH WHICH AT THE SAME LEVEL AS THE METER BOX WITH 2" OF ENDGRAIN POLY–TUBE OR APPROVED EQUAL COILED AND CAPPED WITH AN ELSTER HYDROSERT CAP INSIDE EACH METER BOX.
7. ALL WATER SERVICES SHALL BE MARKED WITH A "√" SAW CUT INTO THE CURB.
8. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB.
9. ALL TAPPING OF MAINS (12" OR SMALLER) SHALL BE PERFORMED BY CITY PERSONNEL. SCHEDULING OF THESE CONNECTIONS REQUIRES A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE AND SHALL BE COORDINATED WITH THE CITY INSPECTOR.
10. THE PLANS SHALL INCLUDE RIGHT OF WAY LINES AND STATIONING AND OFFSETS FROM THE CENTER LINE OF CONSTRUCTION.
11. DEWATERING ACTIVITIES SHALL KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE WATER MAIN BEING INSTALLED.
12. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM UNYIELDING FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T–180 MODIFIED PROCTOR TEST.
14. WHERE POTABLE WATER AND SANITARY SEWER MAINS CROSS WITH LESS THAN TWELVE (12) INCHES OF VERTICAL CLEARANCE OR WHERE THE SEWER MAIN IS ABOVE THE WATER MAIN, MEDIATION MUST BE REVIEWED AND APPROVED BY FDEP.
15. WATER MAINS SHALL BE CONSTRUCTED A MINIMUM OF 4 FEET BEHIND THE BACK OF CURB OR THE EDGE OF ROADWAY PAVEMENT, WHICHEVER IS GREATER, AS MEASURED FROM OUTSIDE WALL OF THE WATER MAIN.
16. 3 INCH METALIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES TO 24 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY THE MANUFACTURER FOR ALL WATER LINES. BLUE TRACER WIRE SHALL BE ATTACHED TO ALL PIPES. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED WIRE CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE AND TEST FOR CONTINUITY (SEE CITY SPECIFICATION #15049 TRACER WIRE AND ALARMING TAPE). TRACER WIRE SHALL BE TESTED FOR CONTINUITY UNDER THE SUPERVISION OF A CITY REPRESENTATIVE AFTER INSTALLATION. IF A METER BOX IS NOT WITHIN 200 FEET OF A VALVE AND VALVE BOX AN ADDITIONAL VALVE BOX FOR TRACER WIRE IS REQUIRED.
17. SINGLE RESIDENTIAL WATER SERVICES SHALL BE A MINIMUM 1–INCH ENDOT, ENDOTRACE OR APPROVED EQUAL POLY–TUBE (MEETING THE SPECIFICATIONS OF NSF–14, AND AWWA C901.)
18. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE AND HAVE A MINIMUM COVER OF 36–INCHES.
19. WATER MAINS LESS THAN 18" MAY USE POLYVINYL CHLORIDE (PVC) C900, OR C905, SHALL MEET AWWA REQUIREMENTS AND HAVE A MINIMUM DIMENSION RATIO (DR–18) PRESSURE CLASS 150. WATER MAINS 18" AND LARGER SHALL BE DUCTILE IRON PIPE (D.I.P.), CLASS 350, CEMENT LINED. ALL NON–DUCTILE IRON PIPE HORIZONTAL DIRECTIONAL DRILL WATER MAINS SHALL HAVE A MINIMUM WORKING PRESSURE 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF NON D.I.P. HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSED MJ ADAPTERS.
21. ALL POTABLE WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ETC. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. ALL RESTRAINED PIPE BELL JOINTS SHALL USE BELL RESTRAINTS OR GRIPPER TYPE GASKETS CAN BE USED FOR DUCTILE IRON PIPE JOINTS.
24. WATER VALVES SHALL BE INSTALLED AT ALL STREET INTERSECTIONS AND AT A MAXIMUM SPACING OF 750 FEET. SPACING OF VALVES ON PRIMARY TRANSMISSION MAINS WILL BE DETERMINED BY THE CITY.
25. VALVES SHALL BE INSTALLED ON ALL LEGS OF WATER MAIN TEES EXCEPT ONE.
26. ALL FITTINGS SHALL MEET MINIMUM RESTRAINT REQUIREMENTS PER ANSI/AWWA/EBAA, AND ALL PRESSURE PIPES UNDER THE ROADWAYS SHALL BE RESTRAINED.
27. METER LENGTHS REQUIRED FOR WATER METERS INSTALLATION ARE AS FOLLOWS: 3/4" TO 2" METER REQUIRES 6', 4" METER REQUIRES 12', 6" AND 8" METER REQUIRES 14',AND A 10" METER REQUIRES 20'.
28. ALL WATER VALVE BOXES SHALL BE ADJUSTED, INCLUDING DEBRIS CAP, AND CONCRETE COLLAR TO FINISHED GRADE. VALVE BOX LIDS SHALL BE PAINTED BLUE TO MAKE THEM CLEARLY VISIBLE.
29. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY CITY UTILITIES PERSONNEL. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES WITHOUT A CITY REPRESENTATIVE PRESENT.
30. ALL VALVES 2 INCHES AND SMALLER SHALL BE CURB STOPS. VALVES LARGER THAN 2 INCHES SHALL BE GATE VALVES.
31. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED TO PRODUCE A MAXIMUM 500 FOOT RADIUS OF COVERAGE. ALL FIRE HYDRANTS SHALL BE INSTALLED IN EASILY ACCESSIBLE LOCATIONS FOR FIRE PERSONNEL. THE PRIMARY HYDRANT PORT ISHALL FACE THE STREET.
32. THE CONTRACTOR SHALL PIG ALL PIPES 6 INCHES OR LARGER IN DIAMETER. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR AND CITY REPRESENTATIVE.
33. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) THE CONTRACTOR SHALL COORDINATE WITH THE CITY REPRESENTATIVE AND WATER PLANT OPERATIONS TO SCHEDULE THE DATE AND TIME FOR THESE ACTIVITIES.
34. THE CITY RESERVES THE RIGHT TO PERFORM THE SAMPLING AND ANALYSIS FOR BACTERIOLOGICAL CLEARANCE OF THE WATER MAIN. ANY RETESTING WILL BE AT THE CONTRACTORS EXPENSE.
35. POTABLE WATER LINES SHALL NOT BE USED OR PLACED INTO SERVICE UNTIL CLEARANCE IS ACCEPTED BY VOLUSIA COUNTY HEALTH DEPARTMENT AND THE CITY OF NEW SMYRNA.
36. BACKFLOW PREVENTERS (BFP) SHALL BE PLACED ON ALL POTABLE AND FIRE LINES SERVING COMMERCIAL AND RESIDENTIAL PROPERTIES. THE TYPE OF BACKFLOW PREVENTERS REQUIRED ARE AS FOLLOWS:
    POTABLE WATER SERVICE; REDUCED PRESSURE ZONE (RPZ)(BFP)
    FIRE LINE SERVICING A FIRE SPRINKLER SYSTEM AND/OR PRIVATE FIRE HYDRANT; DOUBLE CHECK VALVE ASSEMBLY
    FIRE LINE; DOUBLE CHECK VALVE ASSEMBLY
    IN CASES WHERE A WATER LINE SERVES BOTH DOMESTIC AND FIRE SERVICES, A REDUCED PRESSURE ZONE BFP IS REQUIRED.

POTABLE WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

37. ALL JACK & BORES REQUIRED FOR COMMERCIAL DEVELOPMENT SHALL BE PERFORMED AT THE SOLE COST OF THE OWNER'S/DEVELOPER.
38. ALL C–900 DR–18 PVC PIPE REQUIREMENTS REFERENCE TO THE C–900 STANDARDS.
39. CHLORINATED WATER MUST BE DECHLORINATED PRIOR TO DISCHARGE INTO ANY JURISDICTIONAL WETLAND OR WATER BODY PER AWWA STANDARD, ANSI/AWWA C655.

POTABLE WATER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12–INCH VERTICAL INTERVALS TO FINISHED GRADE AT A MAXIMUM HORIZONTAL SPACING OF 300 FEET.
2. ON ALL PROJECTS OTHER THAN THOSE INITIATED BY THE CITY THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. ON ALL CITY PROJECTS THE TESTING WILL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S INSPECTOR.
3. ALL POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BAC–TERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING FLUSHING THE MAINS BEFORE PRESSURE TESTING. THE CITY MA REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 AM). THE DATE AND TIME SCHEDULE FOR FLUSHING AND PIGGING MUST BE APPROVED BY THE WATER PLANT OPERATIONS. NO HOSE OR FIRE HYDRANT SHALL BE USED IN THE COLLECTION OF BACTERIOLOGICAL SAMPLES. THE SAMPLING TAP MUST BE DEDICATED, CLEAN, DISINFECTED AND FLUSHED PRIOR TO SAMPLING. SAMPLING TAP SHALL BE SMOOTH, UNTHREADED 1/2 INCH HOSE BIB. DISINFECTION AND SAMPLING SHALL BE SCHEDULED AT THE CITY'S CONVENIENCE.
4. PRESSURE TEST FOR TAPPING SADDLES AND VALVES FOR A MINIMUM OF 30 MINUTES AT 150 PSI OR 30 MINUTES AT MANUFACTURER'S RECOMMENDED TESTING PRESSURE.
5. WATERMAINS SHALL BE PRESSURE TESTED AT 150 PSI FOR 3 HOURS. TESTING SHALL BE IN ACCORDANCE WITH AWWA C–600 AND AWWA C–605 AS APPLICABLE WITH ALLOWABLE LEAKAGE TO BE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE PRESSURE TEST	NOMINAL PIPE DIAMETER – INCHES																		AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	64	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.19	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	9.61	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	8.99	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	8.32	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	7.97	275
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	7.60	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	7.21	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	6.80	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	6.36	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	5.88	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	5.37	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	4.80	100

* IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF THREE BUSINESS DAYS NOTICE (NOT INCLUDING HOLIDAYS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. RECLAIMED WATER SERVICE ENDINGS SHALL BE SECURED BY WIRE TO 2" X 4" PRESSURE TREATED STAKES, APPROXIMATELY 2' ABOVE GRADE OR MAY BE PLACED IN RECLAIMED WATER METER BOXES PROVIDED BY THE CONTRACTOR AT THE TIME OF FIELD WITH INSPECTION.
4. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WITH THE CITY REPRESENTATIVE THE DATE AND TIME, THAT MUST BE APPROVED BY WATER PLANT OPERATIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY "AS–BUILT DRAWINGS" TO THE CITY PRIOR TO ANY USE OF THE SYSTEM. **SEE CITY OF NEW SMYRNA AS–BUILT REQUIREMENTS.**
6. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH A "J" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW–OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY A "+" SET INTO THE PAVEMENT AND PAINTED WITH PURPLE ENAMEL.
7. RECLAIMED WATER SERVICES SHALL BE LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES MUST BE OFFSET, THE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2 FEET.
8. ALL RECLAIMED WATER HAND–OPERATED CONNECTIONS AND OUTLETS SHALL BE CONTAINED IN UNDER–GROUND SERVICE VAULTS AND APPROPRIATELY TAGGED OR LABELED TO WARN THE PUBLIC AND EMPLOYEES THAT THE WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. ANY SIGNIFICANT IRRIGATION SITE UTILIZING RECLAIMED WATER, SUCH AS AN ATHLETIC FIELD, GOLF COURSE, PARK OR POND, IS REQUIRED TO POST A 12" x 12" RECLAIMED WATER SIGN WARNING THE PUBLIC AND EMPLOYEES THAT RECLAIMED WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. THIS SIGN SHALL BE PLACED AT THE ENTRANCE TO THE SITE AND THE LOCATION OF THE PRIVATE REUSE SYSTEM. SEE "RECLAIMED WATER IN USE" DETAIL.
9. VAULTS FOR OUTLETS SHALL BE LOCKED OR REQUIRE A SPECIAL TOOL FOR OPERATION.
10. A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS RECLAIMED WETTED AREAS TO PUBLIC OR PRIVATE POTABLE WATER SUPPLY WELLS.
11. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 300 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
12. ALL RECLAIMED WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T–180.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12 INCHES VERTICAL INTERVALS TO FINISH GRADE AT A MAXIMUM SPACING OF EVERY 300 FEET.
15. 3" NEUTRALIZED PIPE LOCATION TAPE SHALL BE INSTALLED 15" TO 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES, AND A SINGLE STRAND INSULATED COPPER TRACER WIRE SHALL BE ATTACHED TO ALL PVC PIPE. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. EACH RUN SHALL TERMINATE AT EVERY VALVE. SEE STANDARD DETAIL "MAIN VALVE BOX" FOR INSTALLATION OF WIRE ON RISER PIPE. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBLY TO ENSURE CONTINUITY AND TEST FOR CONTINUITY (SEE CITY SPECIFICATIONS #15049 TRACER WIRE AND ALARMING TAPE).
16. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE PURPLE IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D1248, D3350, D2239, D2737, N.S.F.–14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1" AND 2" DIAMETERS.
17. RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE ROAD OF THE POTABLE WATER MAINS, OR AS APPROVED BY THE CITY. RECLAIMED WATER MAINS SHOULD NOT BE INSTALLED UNDER SIDEWALK.
18. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVE, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT/PROTECTIVE SLAB MAY BE USED AT THE DISCRETION OF THE UTILITIES DEPARTMENT. ALL DIP SHALL HAVE 2" PURPLE STRIPES PAINTED AT 12 O'CLOCK,3 O'CLOCK, 6 O'CLOCK AND 9 O'CLOCK FOR THE FULL LENGTH OF PIPE. NON PAINTED RECLAIMED PIPE OR PIPES SHALL BE PAINTED WITH AN EPOXY PAINT (PANTONE PURPLE) TO CLEARLY MARK THE RECLAIM PIPE OR PIPES.

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

19. RECLAIMED WATER MAINS SHALL BE PURPLE PVC, DR–18 AWWA CLASS C–900 OR C–905, CL 150, OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED (PAINTED PANTONE PURPLE) UNLESS APPROVED OTHERWISE BY THE CITY. ALL HORIZONTAL DIRECTIONAL DRILLS SHALL HAVE A MINIMUM WORKING PRESSURE OF 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSSED MJ ADAPTERS.
21. ALL RECLAIMED WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ECT. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. BELL RESTRAINTS OR GRIPPER TYPE GASKETS SHALL BE USED FOR ALL RESTRAINED PIPE BELL JOINTS.
24. VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 750 FEET.
25. VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE AT ALL RECLAIMED WATER MAIN TEES AND CROSSES.
26. ALL VALVES SHALL BE ADJUSTED TO FINISH GRADE AND CAPS SHALL BE PAINTED PURPLE.
27. THE CONTRACTOR IS REQUIRED TO PIG ALL RECLAIMED WATER MAINS EQUAL TO OR GREATER THAN 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS S

SITE PLAN & SUBDIVISION TESTING

A. MATERIALS:
THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

B. LABORATORY CONTROL AND CERTIFICATES:
1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
   a. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   b. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES AND ATTERBERG LIMITS.
   c. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   d. SPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD) AND ANALYSIS OF CORE SAMPLES.
   e. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   f. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   g. ALL UNDERGROUND UTILITY TESTING TO BE COMPLETED IN ACCORDANCE WITH THE CITY'S UTILITIES DEPARTMENT DESIGN STANDARDS.

VOLUSIA COUNTY USE PERMIT NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

AS-BUILT DRAWING REQUIREMENTS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS.

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
2. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
3. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
4. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. EACH STRUCTURE SHALL BE LOCATED BY SUB-METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
5. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
6. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION .
7. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES .
8. RETENTION AREAS, WETLAND CREATION/COMPENSATING STORAGE AREAS SHALL HAVE THEIR TOP-OF BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
9. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
10. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
12. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
13. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
15. CUT OUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BASELINE CONSTRUCTION WATER MAIN LINE MATERIAL SIZE, LENGTH AND DEPTH PLACED SHALL BE NOTED. LOCATIONS OF VALVES SHALL ALSO BE SHALL BE TIED TO BASELINE CONSTRUCTION. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
17. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO BASELINE CONSTRUCTION (STA. & OFFSET). SIMILARLY, FORCE MAIN VALVES, TEES AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES. ALL VALVES AND HYDRANTS SHALL BE LOCATED BY SUB-METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
18. FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
20. IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
21. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT.
22. REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

2.01

SECTION 2- POTABLE WATER DISTRIBUTION SYSTEM

THIS SECTION INCLUDES THE MATERIAL STANDARDS FOR PIPE, FITTINGS, VALVES AND APPURTENANCES, APPLICABLE TO POTABLE WATER DISTRIBUTION SYSTEM INSTALLATIONS. REQUIRED SPECIALTY ITEMS NOT INCLUDED UNDER THIS SECTION SHALL BE HIGH QUALITY AND CONSISTENT WITH APPROVED INDUSTRY STANDARDS.

PIPE AND FITTINGS:
ALL PIPE AND FITTINGS SHALL BE CLEARLY MARKED WITH THE NAME OR TRADEMARK OF THE MANUFACTURER, THE BATCH NUMBER, THE LOCATION OF THE PLANT AND STRENGTH DESIGNATION, AS APPLICABLE. ALL POTABLE WATER PIPES AND ABOVE GROUND CROSS CONNECTION CONTROL DEVICES SHALL BE ADEQUATELY IDENTIFIED BY THE COLOR BLUE.

CONTRACTOR SHALL FOLLOW MANUFACTURER REQUIREMENTS FOR PIPE JOINT INSERTION. IF THE UTILITIES COMMISSION INSPECTS AND SEES THAT A PIPE JOINT IS OVER INSERTED, CONTRACTOR WILL BE REQUIRED TO REMOVE AND RE-INSTALL.

A. DUCTILE IRON:

DUCTILE IRON (DL) PIPE SHALL BE IN ACCORDANCE WITH AWWA C150 AND C151. DL PIPE FITTINGS SHALL CONFORM TO AWWA STANDARD C110. DL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH AWWA C600. DUCTILE IRON PIPE AND FITTINGS FOR SHALL BE CEMENT-MORTAR LINED AS SPECIFIED IN AWWA STANDARD C104. POLYETHYLENE ENCASEMENT IS REQUIRED AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C105.

B. POLYVINYL CHLORIDE:

POLYVINYL CHLORIDE (PVC) PIPE SHALL BE MANUFACTURED FROM CLEAN VIRGIN TYPE I, GRADE I RIGID UN-PLASTICIZED POLYVINYL CHLORIDE RESIN CONFORMING TO ASTM DESIGNATION D1784. PVC PIPE FOR POTABLE WATER USE SHALL HAVE THE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND SHALL CONFORM TO AWWA STANDARD C900 FOR 4-INCH THROUGH 12-INCH MAINS AND AWWA STANDARD C905 FOR 14-INCH AND LARGER MAINS. PVC PIPE FOR POTABLE WATER MAINS SHALL HAVE A MINIMUM DIMENSION RATIO (DR) 18.

PVC PIPE LENGTHS SHALL BE 20 FEET WITH BELL AND SPIGOT ENDS OR MECHANICAL JOINT ONLY. LUBRICATION USED FOR PIPE AND FITTING JOINTS SHALL BE NON-TOXIC AND NSF APPROVED. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE TO AWWA C605.

LEGAL DESCRIPTION:

A PART OF SECTIONS 5, 8, AND 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S06°54'58"W, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, A DISTANCE OF 32.08 FEET TO A POINT ON A LINE LYING 32.00 FEET SOUTHERLY OF AND PARALLEL WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N79°05'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 1134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'43", A CHORD BEARING OF S55°54'00"W AND A CHORD DISTANCE OF 145.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.84 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 145.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2950.00 FEET, A CENTRAL ANGLE OF 04°27'33", A CHORD BEARING OF S08°39'52"W AND A CHORD DISTANCE OF 229.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.59 FEET TO THE POINT OF TANGENCY; THENCE S06°26'06"W, A DISTANCE OF 629.04 FEET; THENCE S10°53'38"W, A DISTANCE OF 281.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S34°06'22"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON A RADIAL LINE; THENCE S10°53'38"W, A DISTANCE OF 50.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 107.00 FEET; THENCE S10°53'38"W, A DISTANCE OF 120.00 FEET; THENCE S79°06'22"E, A DISTANCE OF 118.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF S37°55'20"E AND A CHORD DISTANCE OF 65.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF S07°04'40"W AND A CHORD DISTANCE OF 113.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF TANGENCY; THENCE S10°53'38"W, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF S17°59'36"E AND A CHORD DISTANCE OF 338.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE S46°52'51"E, A DISTANCE OF 457.72 FEET; THENCE S43°07'09"W, A DISTANCE OF 157.49 FEET; THENCE S46°52'03"E, A DISTANCE OF 1087.90 FEET; THENCE S49°08'50"E, A DISTANCE OF 60.00 FEET TO A POINT ON A RADIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF S40°24'07"W AND A CHORD DISTANCE OF 7.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN S46°52'03"E, A DISTANCE OF 146.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF S62°54'56"E AND A CHORD DISTANCE OF 189.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE S78°57'50"E, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF S56°12'20"E AND A CHORD DISTANCE OF 423.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE S33°26'50"E, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF S23°40'44"E AND A CHORD DISTANCE OF 185.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE, RUN N76°05'22"E, ALONG SAID RADIAL LINE, A DISTANCE OF 151.71 FEET; THENCE S80°47'00"E, A DISTANCE OF 65.56 FEET; THENCE N77°30'33"E, A DISTANCE OF 39.93 FEET; THENCE N69°02'29"E, A DISTANCE OF 46.57 FEET; THENCE S73°13'39"E, A DISTANCE OF 108.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S16°46'21"W, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1,367.68 FEET TO THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 - UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 53, PAGES 139-175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°41'11"W, ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 - UNIT 1, A DISTANCE OF 1572.13 FEET TO THE SOUTHEAST CORNER OF VERANO AT VENETIAN BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 57, PAGES 5-13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID VERANO AT VENETIAN BAY, THE FOLLOWING SIX (6) COURSES; N49°35'36"E, A DISTANCE OF 167.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°33'53", A CHORD BEARING OF N49°06'32"W AND A CHORD DISTANCE OF 453.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 551.64 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE, RUN N77°43'43"W, A DISTANCE OF 773.24 FEET; THENCE N06°36'34"E, A DISTANCE OF 1441.74 FEET; THENCE N45°52'03"W, A DISTANCE OF 1838.78 FEET; THENCE N78°33'24"W, A DISTANCE OF 856.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 8 AND THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°27'29"E, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2614.68 FEET TO THE POINT OF BEGINNING.

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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION NOTES

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 02-04_18169-NOT
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Date: 2024.09.04 11:46:37 -04'00'
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C4 OF 76

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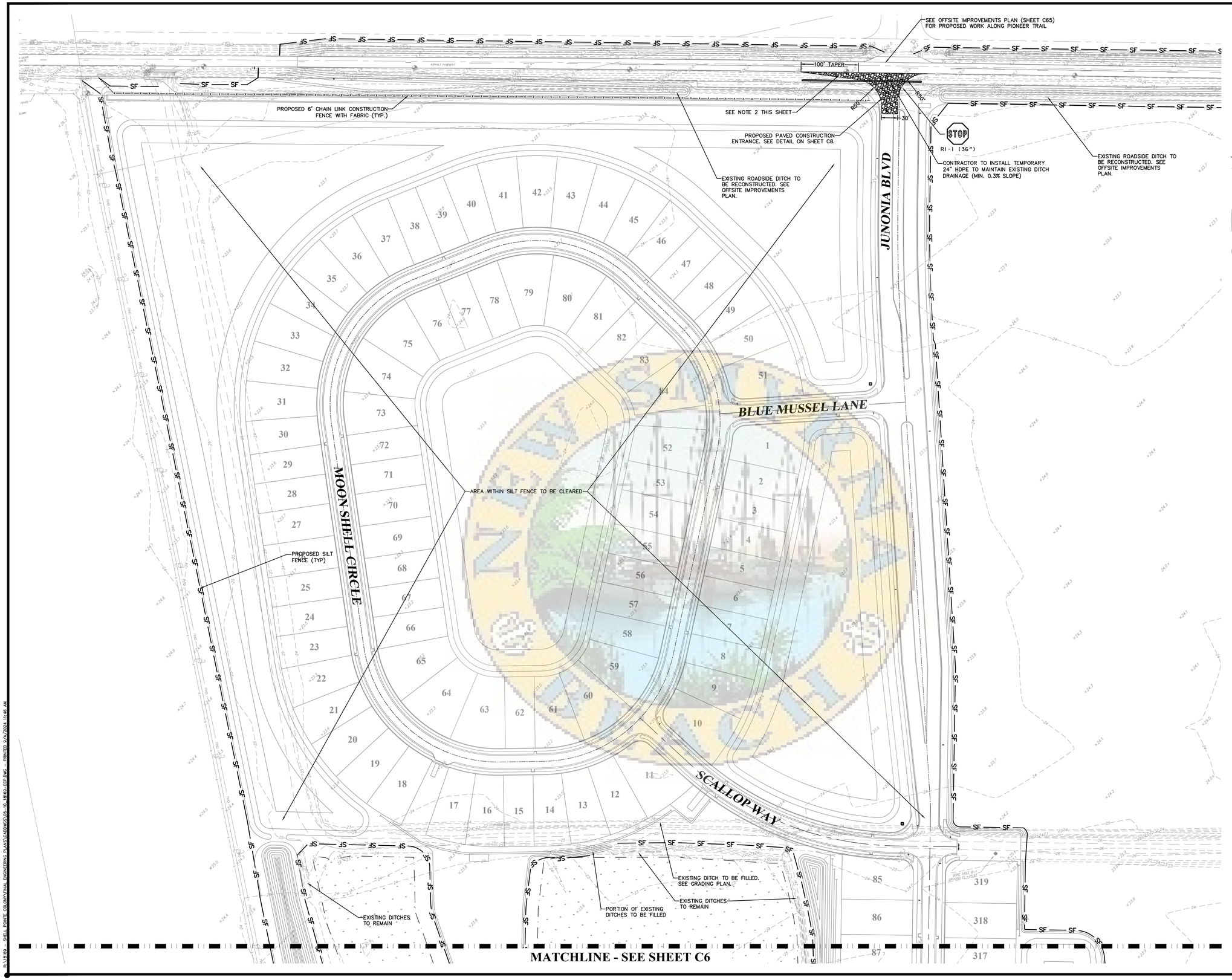


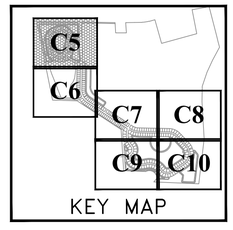
0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- PROPOSED CONSTRUCTION FENCE
- EXISTING WETLANDS

NOTES:
1. ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.
2. 100' TAPER AND 50' RADIUS RETURNS SHALL BE PAVED.



KEY MAP

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
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TRANSPORTATION
(EB-6516) (LC-62)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 05-10_18169-ECP
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C5 OF 76

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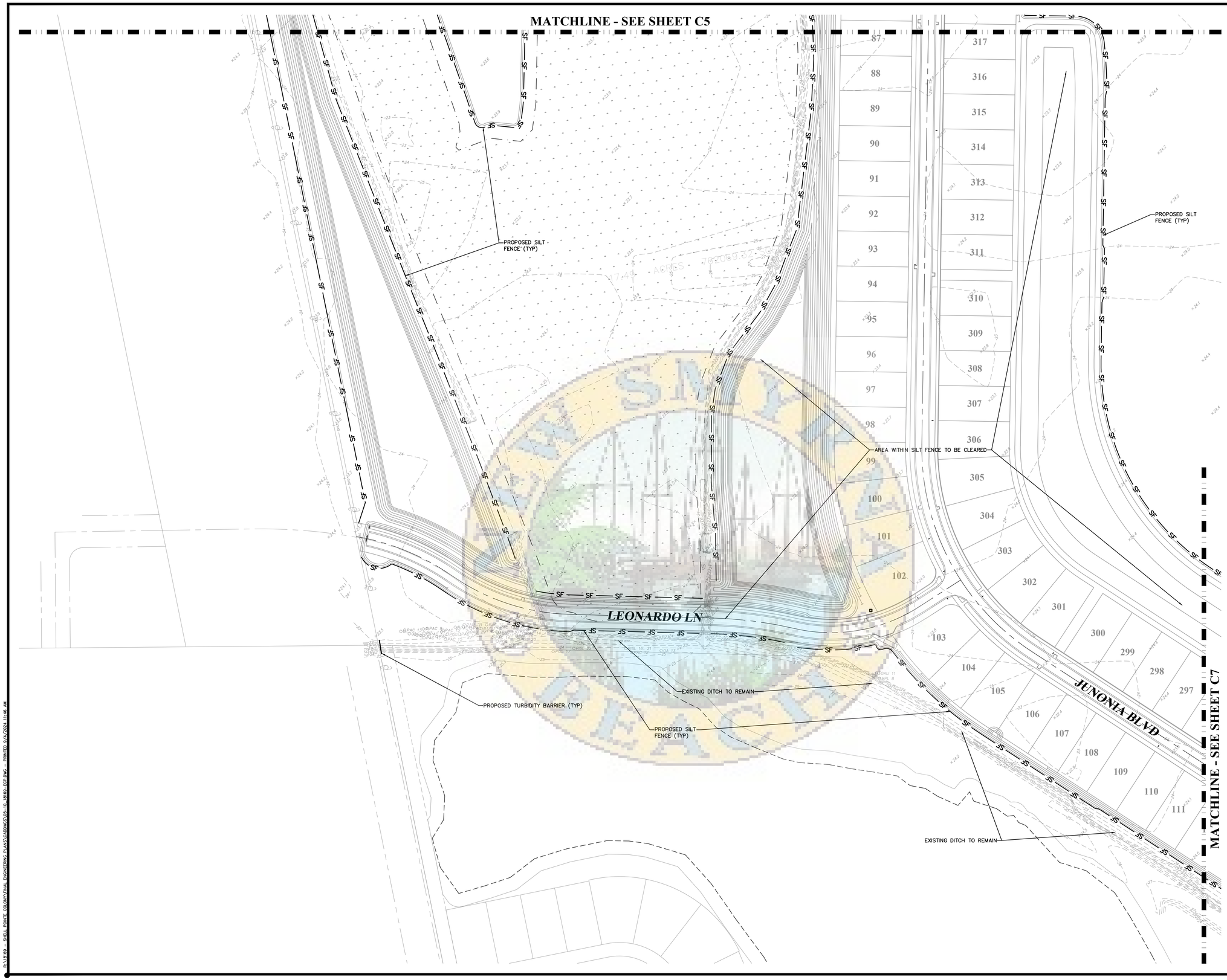

LEGEND:

—SF— PROPOSED SILT FENCE

EXISTING WETLANDS

NOTES:
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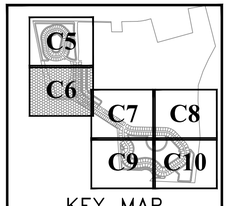

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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Melia L Russell

09/04/2024

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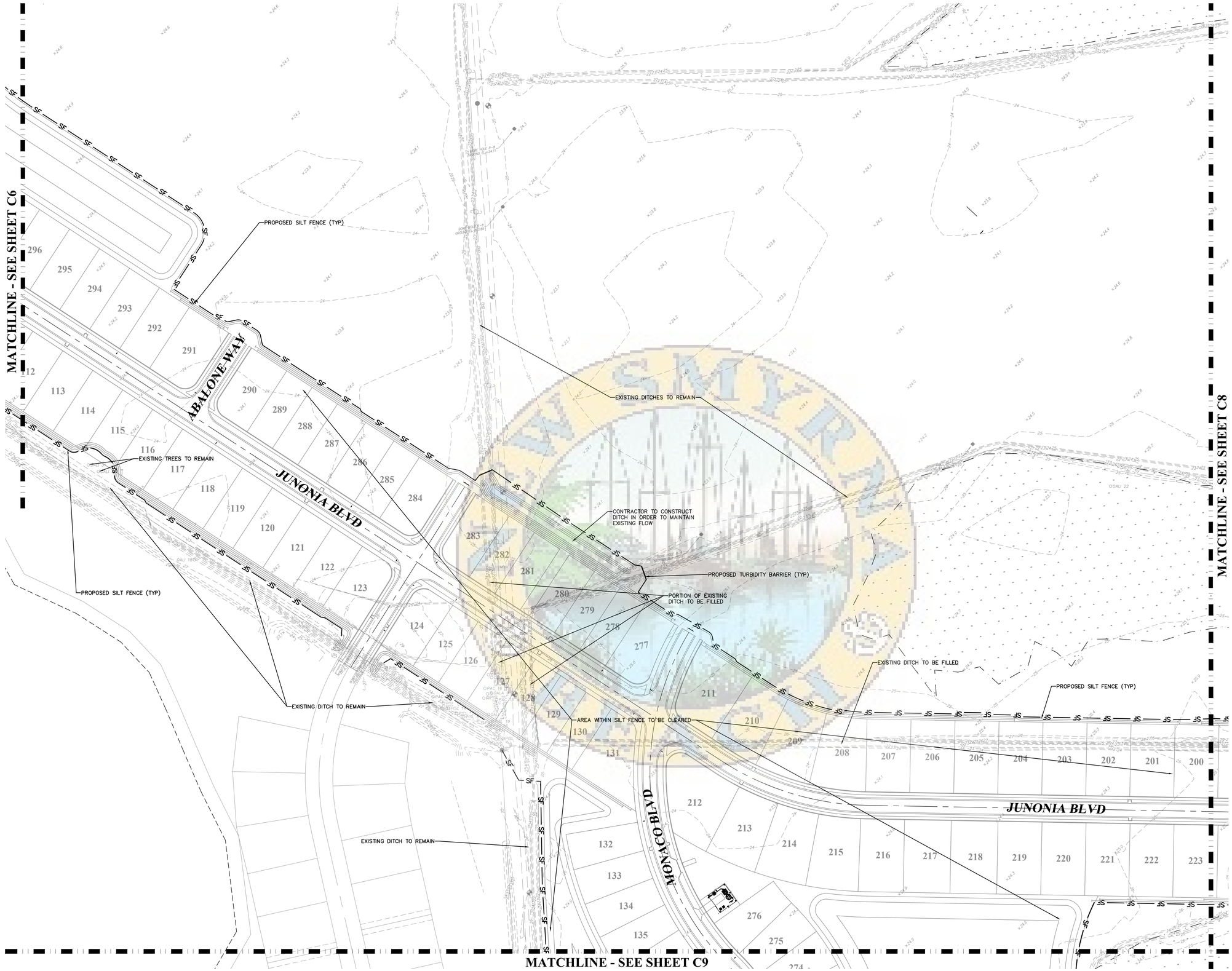

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

—SF— PROPOSED SILT FENCE

EXISTING WETLANDS

NOTES:
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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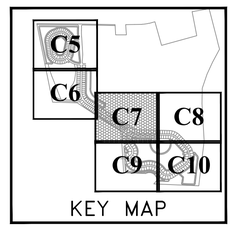

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84283
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SHEET: C7 OF 76

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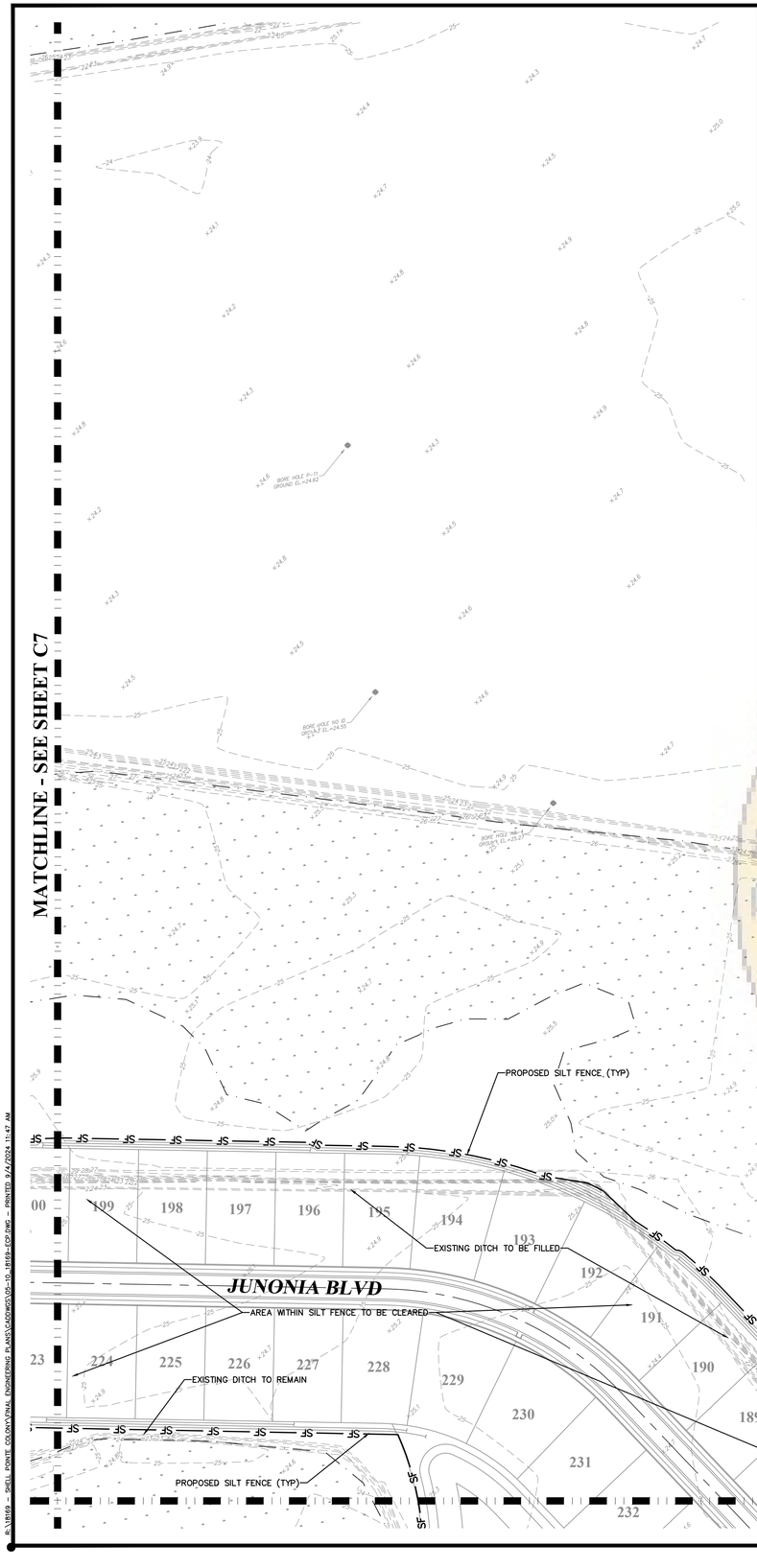

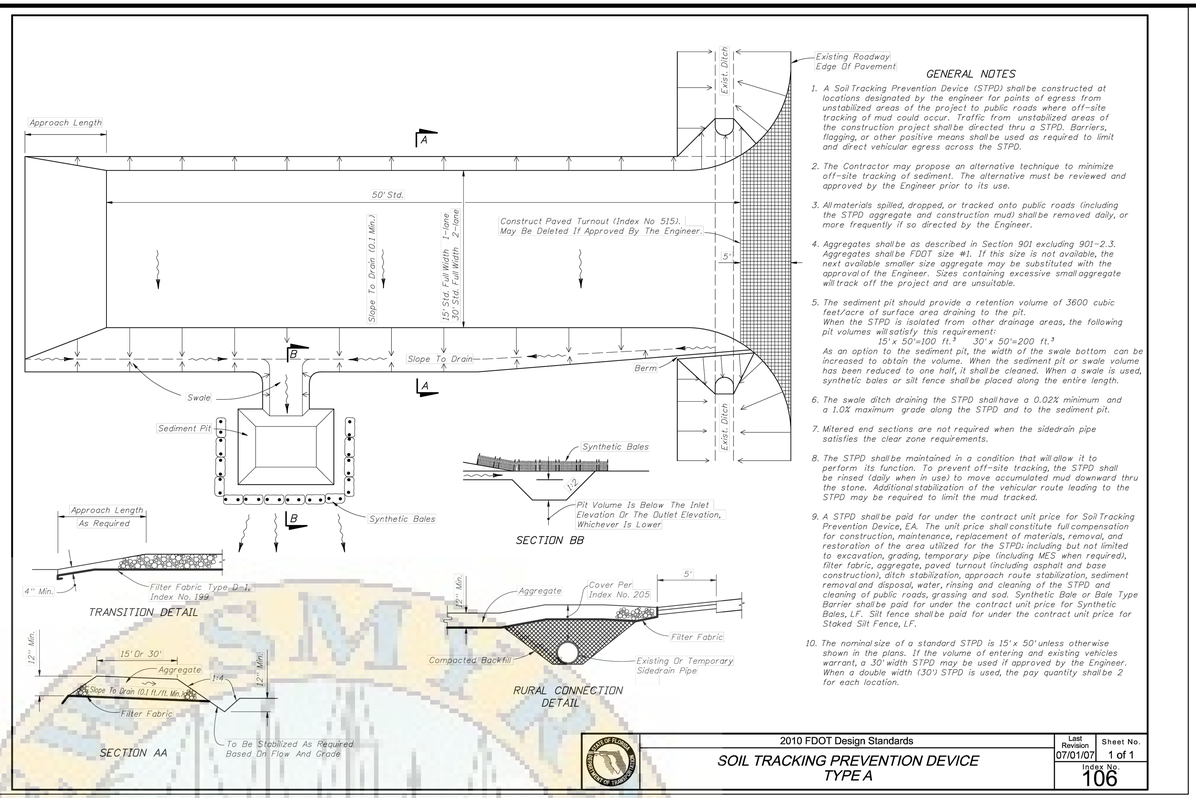

GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
   15' x 50'=100 ft.^{3} 30' x 50'=200 ft.^{3}
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

2010 FDOT Design Standards	Last Revision	Sheet No.
SOIL TRACKING PREVENTION DEVICE TYPE A	07/01/07	1 of 1
	Index No. 106	



LEGEND:

SF — PROPOSED SILT FENCE

EXISTING WETLANDS

NOTES:
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ARDISIA PARK - PHASE 1 & 2
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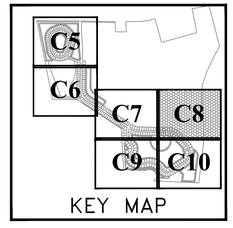

Melia L Russell
09/04/2024
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C8 OF 76

SMYRNA BEACH

MATCHLINE - SEE SHEET C7

MATCHLINE - SEE SHEET C10

MONACO BLVD

JUNONIA BLVD

MODENA WAY

EXISTING DITCHES TO REMAIN

EXISTING DITCHES TO REMAIN

PROPOSED SILT FENCE (TYP)

EXISTING DITCH TO REMAIN

AREA WITHIN SILT FENCE TO BE CLEARED

PROPOSED TURBIDITY BARRIER (TYP)

PROPOSED SILT FENCE (TYP)

EXISTING DITCH TO REMAIN

TRACT "C" (STORMWATER MANAGEMENT AREA)

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

SF PROPOSED SILT FENCE

EXISTING WETLANDS

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

KEY MAP

C5
C6
C7
C8
C9
C10

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 05-10_18169-ECP
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C9 OF 76

Digitally signed by Melia L. Russell
DN: C=US, E=melia.russell@zevcohen.com, O=Zev Cohen and Associates, Inc, OU=Owensboro Beach, CN=Melia L. Russell
Reason: I am the author of this document
Location: Florida
Date: 2024-09-04 11:46:09-04:00

This item has been electronically signed and sealed by Melia L. Russell, PE using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified for any electronic copies.

ZEV COHEN

ik:18169 -- SHELL POINTE COVEY\FINAL ENGINEERING PLANS\CADD\05-10_18169-ECP.DWG -- PRINTED 9/4/2024 11:47 AM

MATCHLINE - SEE SHEET C8

MATCHLINE - SEE SHEET C9

PROPOSED SILT FENCE (TYP)

AREA WITHIN SILT FENCE TO BE CLEARED

EXISTING DITCH TO BE FILLED

PROPOSED SILT FENCE (TYP)

PROPOSED TURBIDITY BARRIER (TYP)

EXISTING DITCH TO REMAIN

EXISTING DITCH TO BE FILLED

EXISTING DITCH TO REMAIN

PROPOSED TURBIDITY BARRIER (TYP)

JUNONIA BLVD

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

SF — PROPOSED SILT FENCE

EXISTING WETLANDS

NOTES:
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ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 05-10_18169-ECP
XREF'S: 18169_BAS.DWG
XREF'S: ----

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KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C10 OF 76

KEY MAP
C5
C6
C7
C8
C9
C10

R:\18169 — SHELL POINTE COVE\VITAL ENGINEERING PLANS\CADD\ECP\05-10_18169-ECP.DWG — PRINTED 9/4/2024 11:47 AM



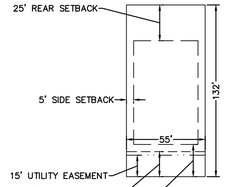
0 150 300 450 600

SCALE : 1" = 300'

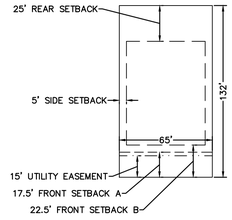
NOTE:
1. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
2. AIR CONDITIONING UNITS TO BE SIDE YARDS, LIMITED TO ONLY ONE IN EACH SHARED SIDE YARD, WITH SOUND SCREENS PROVIDED FOR EACH A/C UNIT.

LEGEND:

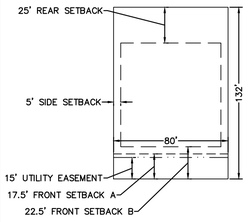
- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE



55 FT LOT



65 FT LOT



80 FT LOT

LOT DIMENSIONING NOTES:
1. 15 FT SIDE SETBACK WHEN ADJACENT TO STREETS.
2. 10 FT SIDE SETBACK WHEN LOTS HOST HALF OF A REQUIRED 20' DRAINAGE EASEMENT.
3. 5 FT SIDE SETBACK SHALL BE MEASURED TO THE EDGE OF EAVE WHEN ABUTTING ANOTHER LOT.
4. CORNER LOTS SHALL BE 15% WIDER THAN MINIMUM FRONTAGES SHOWN IN DETAILS.
5. FRONT SETBACK A – 17.5 FT FOR PORCH AND/OR LIVING AREA.
6. FRONT SETBACK B – 22.5 FT FOR GARAGE.
7. MAXIMUM BUILDING/LOT IMPERVIOUS COVERAGE = 50%.

TYPICAL LOT LAYOUTS
NTS

RESIDENTIAL LOT BREAKDOWN

LOT WIDTH	LOT NUMBERS	LOT COUNT
55 Ft	1–51, 53, 55–84, 124–145, 264–290	131
65 Ft	54, 85–123, 146–163, 291–319	87
70 Ft	52	1
80 Ft	164–263	100
	TOTAL =	319

13

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CIVIL ENGINEERING
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 11_18169-ODP
XREFS: 18169_BAS.DWG
XREF'S: ----

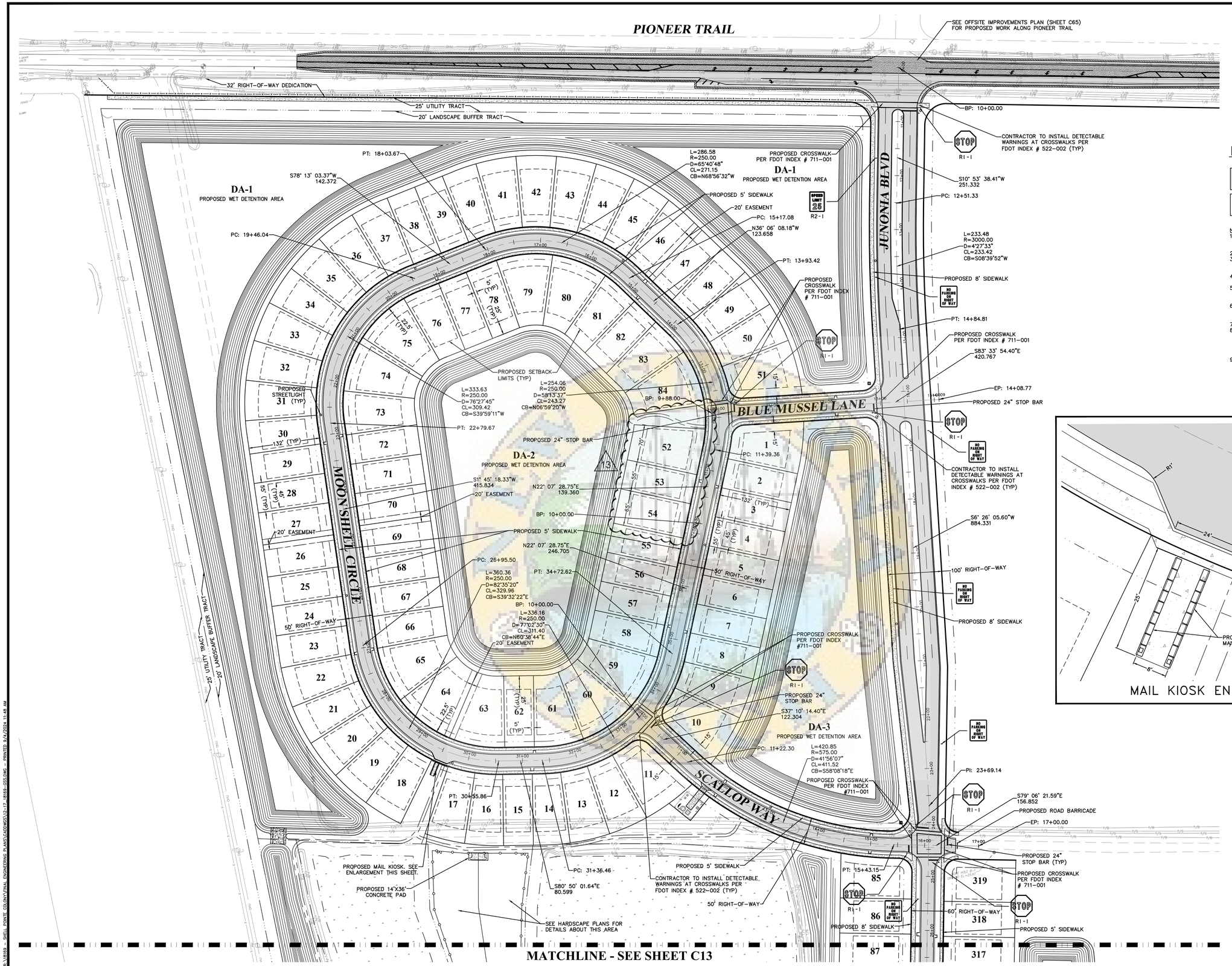
Melia L Russell
Digitally signed by Melia L Russell
DN: c=US, o=Zev Cohen & Associates, Inc., ou=Engineering, cn=Melia L Russell, email=mrussell@zevcohen.com
Location: Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Reason: I am the author of this document
Date: 2024.09.04 12:58:51 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C11 OF 76

R:\18169 – SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CADD\PLANS\11-18169-ODP.DWG — PRINTED 9/4/2024 11:48 AM



LEGEND:

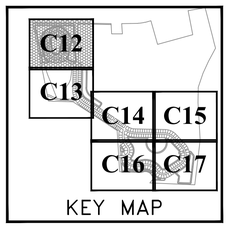
PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:

1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.
8. ALL PIONEER TRAIL RIGHT-OF-WAY IMPROVEMENTS ARE BEING REVIEWED AND PERMITTED BY VOLUSIA COUNTY. IMPROVEMENTS SHOWN WITHIN THE COUNTY ROW IN THIS PLAN SET ARE FOR INFORMATION PURPOSES ONLY.
9. LOCATIONS OF "NO PARKING ON RIGHT OF WAY" SIGNS ARE APPROXIMATE. FINAL LOCATIONS SHALL BE CONFIRMED BY ENGINEER OF RECORD AND NEW SMYRNA BEACH FIRE DEPARTMENT PRIOR TO PROCURING SIGNAGE AND PLACEMENT.

MAIL KIOSK ENLARGEMENT



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWNERS BEACH, FL 32114
WWW.ZEVCOHEN.COM
(EB 6516)

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 12-17_18169-GSS
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C12 OF 76

G:\18169 - SHELL POINT CC\CIVIL\FINAL ENGINEERING PLANS\CAD\WORKSET\12-17_18169-GSS.DWG - PRINTED: 9/4/2024 11:49 AM

MATCHLINE - SEE SHEET C12

SEE HARDSCAPE PLANS FOR DETAILS ABOUT THIS AREA

25' UTILITY TRACT
20' LANDSCAPE BUFFER TRACT

BP: 10+00.00
PC: 11+86.72
PCC: 13+72.59
PROPOSED SIDEWALK CLOSED BARRICADE
PROPOSED ROAD CLOSED BARRICADES
PROPOSED TEMPORARY STABILIZED TURN-AROUND
PROPOSED COMPENSATING STORAGE AREA

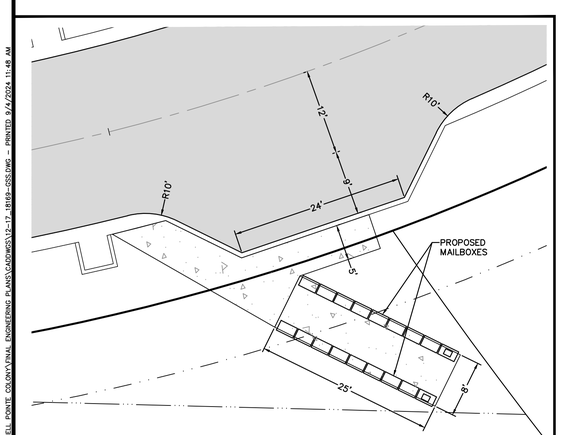
L=185.80
R=450.00
D=23°39'22"
CL=184.48
CB=S57°06'40"E

PRC: 15+58.38
L=232.17
R=400.00
D=33°15'21"
CL=228.92
CB=S61°54'39"E
PT: 17+90.55
PROPOSED 5' SIDEWALK
20' LANDSCAPE BUFFER TRACT
PROPOSED 15' UTILITY EASEMENT
50' RIGHT-OF-WAY
LEONARDO LN

PROPOSED SETBACK LIMITS (TYP)
PROPOSED COMPENSATING STORAGE AREA
PC: 33+90.26
PROPOSED 8' SIDEWALK
EP: 25+39.27
STOP R1-1
CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP)
N67° 10' 16.98"E 91.576
DEAD END W14-1
PC: 20+51.97
PRC: 22+07.82
PT: 24+47.69
PROPOSED STREETLIGHT (TYP)
NO PARKING ON RIGHT OF WAY
60' RIGHT-OF-WAY
25' (TYP)
22.5' (TYP)
5' (TYP)
PROPOSED 5' SIDEWALK
DA-4
PROPOSED WET DETENTION AREA
L=453.41
R=449.76
D=57°45'41"
CL=434.46
CB=S17°59'12"E
PROPOSED 24" STOP BAR (TYP)
PROPOSED CROSSWALK PER FDOT INDEX # 711-001
PT: 38+43.67
PROPOSED PARKING FOR MAIL KIOSK
PROPOSED MAIL KIOSK. SEE ENLARGEMENT THIS SHEET.
PROPOSED 8' SIDEWALK
JUNONIA BLVD
60' RIGHT-OF-WAY
20' EASEMENT
20' LANDSCAPE BUFFER TRACT
20' STORMWATER MANAGEMENT TRACT
55' (TYP)
65' (TYP)
15' (TYP)
5' (TYP)
22.5' (TYP)
25' (TYP)

87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112
317 316 315 314 313 312 311 310 309 308 307 306 305 304 303 302 301 300 299 298 297 296

MAIL KIOSK ENLARGEMENT



0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
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MATCHLINE - SEE SHEET C14

KEY MAP
C12
C13
C14 C15
C16 C17

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300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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09/04/2024
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KRISTOPHER T. ROWLEY, P.E., NO.84263
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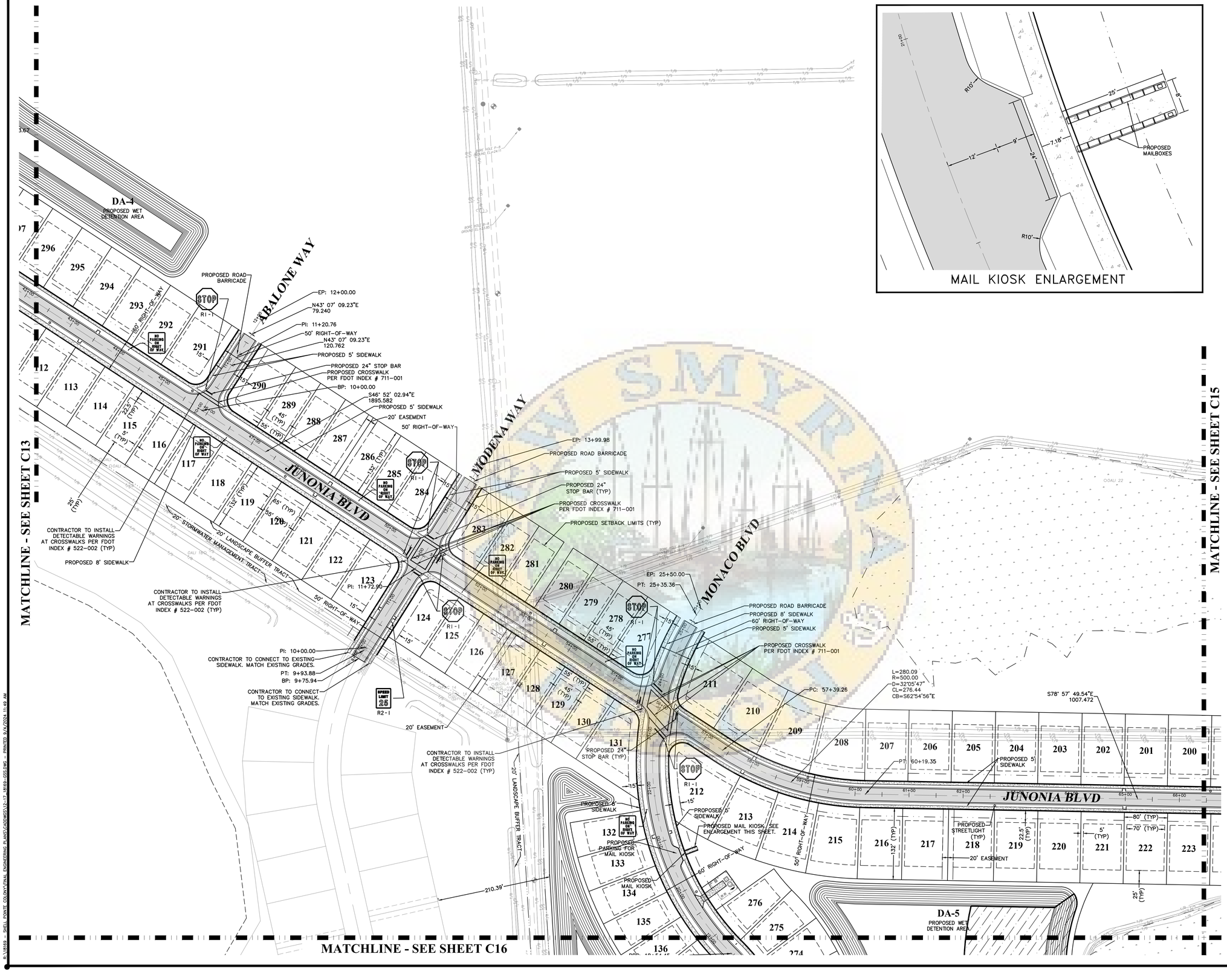
SHEET: C13 OF 76

R:\18169 - SHELL POINT CONVEYANCE\ENGINEERING PLANS\CADD\GSS\12-17_18169-GSS.DWG - PRINTED 9/4/2024 11:48 AM



MAIL KIOSK ENLARGEMENT



LEGEND:

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PROPOSED CONCRETE

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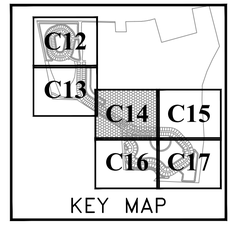

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GEOMETRY, SIGNAGE & STRIPING PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 12-17_18169-GSS
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C14 OF 76

CITY OF NEW SMYRNA BEACH

Digitally signed by Melia L Russell
DN: C=US, E=MRussell@ZEVCOHENASSOCIATES.COM, O=Zev Cohen and Associates, Inc.Ou=Civil, CN=Melia L Russell
Reason: I am the author of this document
Location: Your Signing Location here
Date: 2024.09.04 11:47:38-04'00'

Adobe Acrobat Sign Certificate
Certificate Number: 4E2E4-E2E4-E2E4-E2E4
Validity Period: 09/04/2024 11:47:38 AM EDT
Signer Name: Melia L Russell
Signer Email: MRussell@ZEVCOHENASSOCIATES.COM
Signer Organization: Zev Cohen and Associates, Inc.
Signer Role: Author
Signer Location: Your Signing Location here
Signer Reason: I am the author of this document
Signer IP Address: 24.227.72.18
Signer Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Signer Signature Type: Drawn
Signer Signature Image: Signature Image Present
Signer Initials: MLR
Signer Initials Image: Initials Image Present
Signer Authentication: Email
Signer Email Verified: MRussell@ZEVCOHENASSOCIATES.COM
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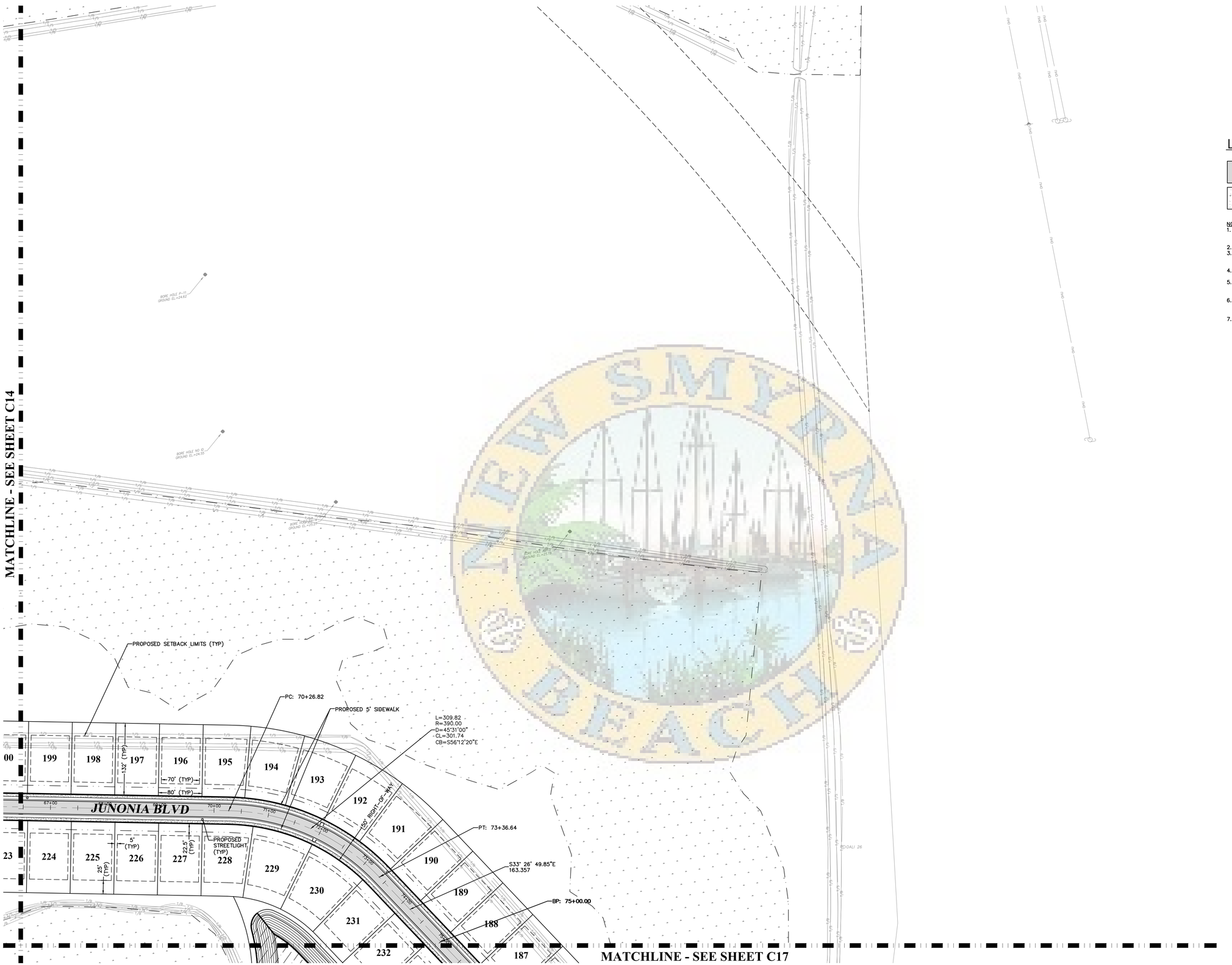
MATCHLINE - SEE SHEET C14



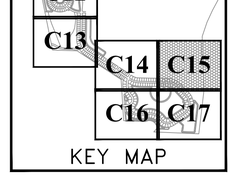
MATCHLINE - SEE SHEET C17

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWNERS BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	SUBMITTALS / REVISIONS
2	11-04-21	MLR	INITIAL SUBMITTAL TO CITY
3	06-06-22	MLR	RESPONSE TO COUNTY COMMENTS
4	09-14-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	02-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO CITY
8	07-25-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
9	08-16-23	MLR	RESUBMITTED TO COUNTY
10	09-12-23	MLR	FINAL COUNTY APPROVAL
11	12-20-23	MLR	REVISED PER SHOP DRAWING REVIEW
12	04-23-24	MLR	REVISED PER CLIENT REQUEST
13	09-04-24	MLR	REVISED PER NSBU
			REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 12-17_18169-GSS
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C15 OF 76

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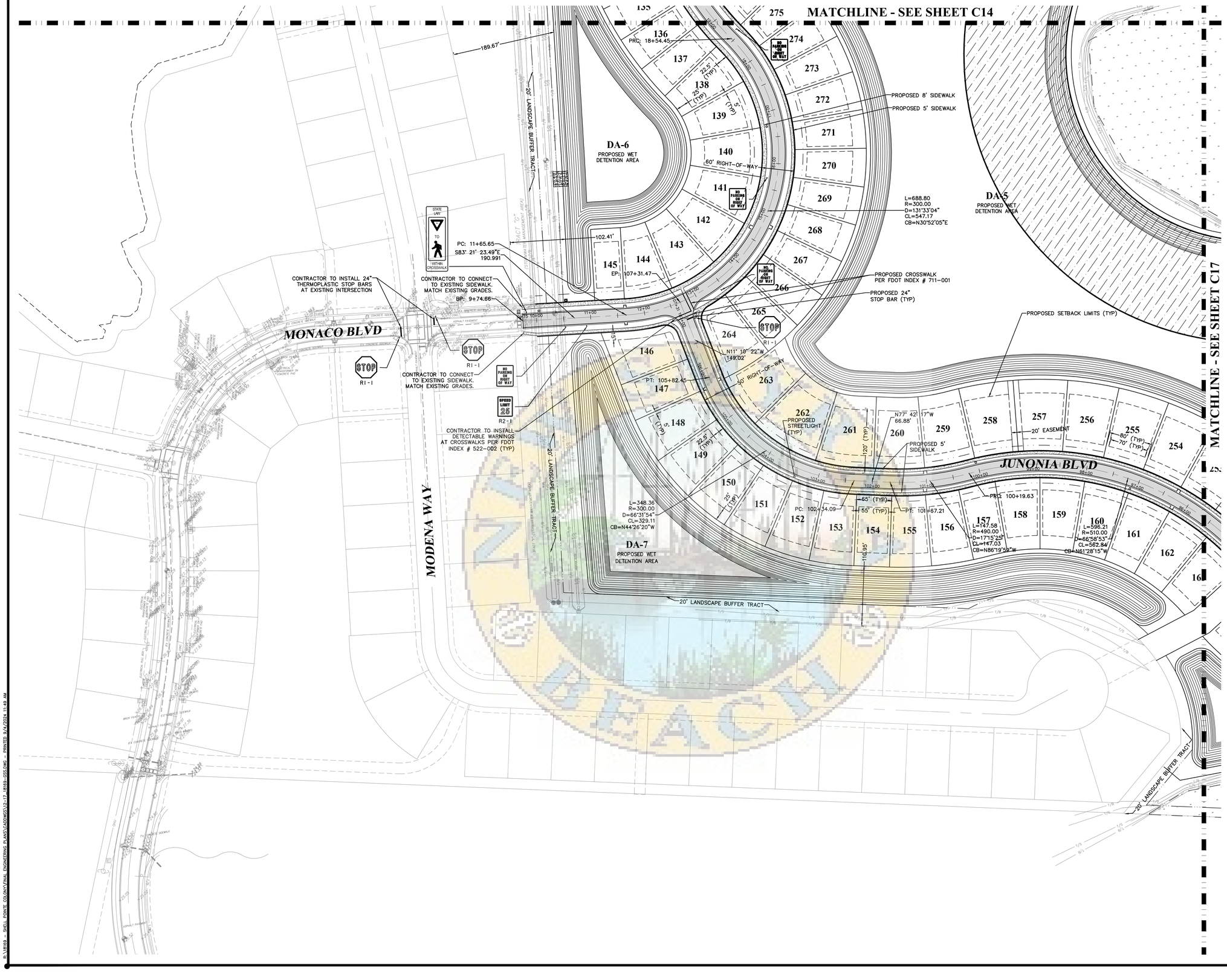

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6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.
8. LOCATIONS OF "NO PARKING ON RIGHT OF WAY" SIGNS ARE APPROXIMATE. FINAL LOCATIONS SHALL BE CONFIRMED BY ENGINEER OF RECORD AND NEW SMYRNA BEACH FIRE DEPARTMENT PRIOR TO PROCURING SIGNAGE AND PLACEMENT.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-08-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-04-23	MLR	REVISED PER CITY COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 12-17_18169-GSS
XREF'S: 18169_BAS.DWG
XREF'S: ----

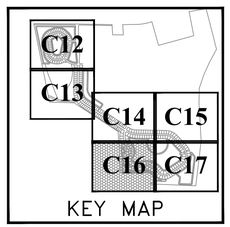
Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=ZEV COHEN & ASSOCIATES INC, CN=Melia L Russell
Reason: I am the author of this document
Location: Ormond Beach, FL
Date: 2024.09.04 13:48:12 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C16 OF 76



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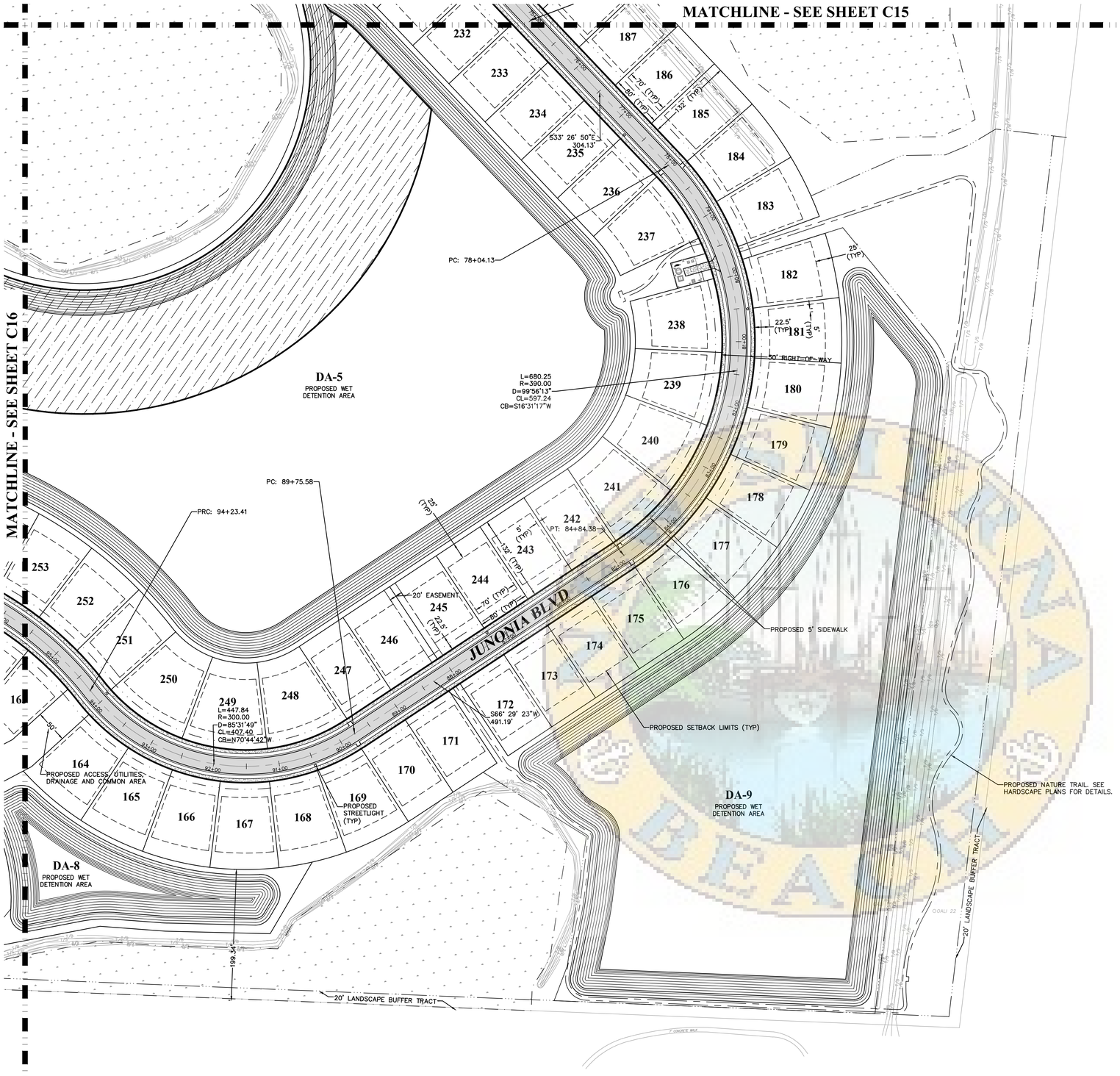
MATCHLINE - SEE SHEET C15

MATCHLINE - SEE SHEET C16



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SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
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ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32134
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-0016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO CITY
8	07-25-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
9	08-24-23	MLR	RESUBMITTED TO COUNTY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
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DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 12-17_18169-GSS
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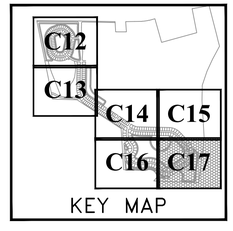
XREFS: ----



Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C17 OF 76

G:\18169 - SHELL POINT CO-OP\FINAL ENGINEERING PLANS\CAD\GSS\12-17_18169-GSS.DWG - PRINTED: 9/4/2024 11:49 AM

SEE OFFSITE IMPROVEMENTS PLAN (SHEET C65) FOR PROPOSED WORK ALONG PIONEER TRAIL

ST 1-1

156 LF- 19"x30" ERCP

4' VINYL FENCE

2.9'x2.9' BRICK COLUMN

25' UTILITY TRACT

20' LANDSCAPE BUFFER TRACT

DA-1
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

DA-2
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.13.40

MOON SHELL CIRCLE

20' DRAINAGE EASEMENT

ST 1-2 14+85.77 25.50

ST 1-3 16+90.57 26.35

ST 1-4 18+95.37 25.50

ST 1-5 21+02.76 26.40

ST 1-6 23+10.15 25.50

ST 1-7 25+08.42 26.20

ST 1-8

ST 1-9

ST 1-10 9+88.00 26.36

ST 1-11 10+00.88 26.80

ST 1-12 10+12.00 26.36

ST 1-13 10+74.94 25.50

ST 1-14 12+07.52 26.60

ST 1-15 12+19.52 26.60

ST 1-16 12+81.77 26.05

ST 2-1

ST 2-2 25+08.42 26.20

ST 2-3 23+10.15 25.50

ST 2-4 21+02.76 26.40

ST 2-5

MIN FFE = 27.68 **37** Ⓑ

MIN FFE = 27.89 **36** Ⓑ

MIN FFE = 28.09 **35** Ⓑ

MIN FFE = 28.29 **34** Ⓑ

MIN FFE = 28.10 **33** Ⓑ

MIN FFE = 27.90 **32** Ⓑ

MIN FFE = 27.70 **31** Ⓑ

MIN FFE = 27.50 **30** Ⓑ

MIN FFE = 27.52 **29** Ⓑ

MIN FFE = 27.71 **28** Ⓑ

MIN FFE = 27.91 **27** Ⓑ

MIN FFE = 28.07 **26** Ⓑ

MIN FFE = 27.88 **25** Ⓑ

MIN FFE = 27.78 **40** Ⓑ

MIN FFE = 27.55 **39** Ⓑ

MIN FFE = 27.50 **38** Ⓑ

MIN FFE = 27.99 **41** Ⓑ

MIN FFE = 28.18 **42** Ⓑ

MIN FFE = 28.13 **43** Ⓑ

MIN FFE = 27.94 **44** Ⓑ

MIN FFE = 27.75 **45** Ⓑ

MIN FFE = 27.53 **46** Ⓑ

MIN FFE = 27.50 **47** Ⓑ

MIN FFE = 27.71 **48** Ⓑ

MIN FFE = 27.92 **49** Ⓑ

MIN FFE = 27.87 **70** Ⓑ

MIN FFE = 27.52 **71** Ⓑ

MIN FFE = 27.50 **72** Ⓑ

MIN FFE = 27.52 **73** Ⓑ

MIN FFE = 27.90 **74** Ⓑ

MIN FFE = 27.87 **75** Ⓑ

MIN FFE = 27.55 **76** Ⓑ

MIN FFE = 27.50 **77** Ⓑ

MIN FFE = 27.68 **78** Ⓑ

MIN FFE = 27.93 **79** Ⓑ

MIN FFE = 27.79 **80** Ⓑ

MIN FFE = 27.50 **81** Ⓑ

MIN FFE = 27.52 **82** Ⓑ

MIN FFE = 27.74 **83** Ⓑ

MIN FFE = 28.06 **84** Ⓑ

MIN FFE = 27.60 **52** Ⓑ

MIN FFE = 27.50 **53** Ⓑ

MIN FFE = 27.65 **54** Ⓑ

MIN FFE = 27.95 **55** Ⓑ

MIN FFE = 27.73 **56** Ⓑ

MIN FFE = 27.51 **57** Ⓑ

MIN FFE = 28.08 **69** Ⓑ

MIN FFE = 27.91 **68** Ⓑ

MIN FFE = 27.72 **67** Ⓑ

MIN FFE **24**

MIN FFE **6**

MIN FFE = 27.71

25' UTILITY TRACT

20' LANDSCAPE BUFFER TRACT

123 LF- 24" RCP

138 LF- 24" RCP

140 LF- 24" RCP

43 LF- 18" RCP

36 LF- 18" RCP

178 LF- 36" RCP

190 LF- 36" RCP

20 LF- 36" RCP

193 LF- 36" RCP

224 LF- 24" RCP

170 LF- 24" RCP

34 LF- 18" RCP

33 LF- 18" RCP

144 LF- 18" RCP

216 LF- 29"x45" ERCP

34 LF- 18" RCP

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C20

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL ENGINEERING PLAN SUBMITTAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ----

Digitally signed by Melia L Russell
DN: c=US, o=ZEV COHEN & ASSOCIATES, INC., cn=Melia L Russell, 0.9.2342.19200300.100.1.1=68357
Location: Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Reason: I am the author of this document
Date: 2024.09.04 11:49:36 -04'00'

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C18 OF 76

KEY MAP
C18 C19
C20 C21
C22 C23 C24
C25 C26 C27
C28 C29 C30

G:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\PGD\18-31_18169-PGD.DWG -- PRINTED: 9/4/2024 11:50 AM

PIONEER TRAIL

10+00.00
26.65

10+50.00
25.65

SEE OFFSITE IMPROVEMENTS PLAN (SHEET C65)
FOR PROPOSED WORK ALONG PIONEER TRAIL

154 LF– 19"x30" ERCP

164 LF– 19"x30" ERCP

ST–1A

ST–2

ST–3

ST 1–21

ST 1–22

81 LF– 18" RCP

10+91.92
25.95

ST 1–20

76 LF– 18" RCP

JUNONIA BLVD

DA-1
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

12+74.42
26.70

ST 1–18

54 LF– 18" RCP

14+56.91
25.95

ST 1–19

82 LF– 18" RCP

ST 1–17

ST 1–12

13+08.77
26.05

16+19.08
26.75

13+43.77
26.75

13+78.77
26.05

ST 1–13

57 LF– 36" RCP

207 LF– 36" RCP

36 LF– 29"x45" ERCP

BLUE MUSSEL LANE

ST 3–2

12+17.92
25.50

57 LF– 36" RCP

ST 3–1

ST 1–15

18+21.91
25.95

54 LF– 18" RCP

ST 3–3

ST 3–5

ST 3–4

82 LF– 18" RCP

20+00.00
26.65

DA-3
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

50 Ⓑ
MIN FFE
= 28.10

51 Ⓑ
MIN FFE
= 28.29

1 Ⓑ
MIN FFE
= 27.94

2 Ⓑ
MIN FFE
= 27.51

3 Ⓑ
MIN FFE
= 27.53

4 Ⓑ
MIN FFE
= 27.70

5 Ⓑ
MIN FFE
= 27.93

6 Ⓑ

MATCHLINE - SEE SHEET C18

MATCHLINE - SEE SHEET C21

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- Ⓐ — PROPOSED LOT GRADING TYPE

NOTES:
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2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT

KEY MAP
C18 C19
C20 C21
C22 C23 C24
C25 C26 C27
C28 C29 C30

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32134
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-04-23	MLR	PAVING PLAN REVISIONS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

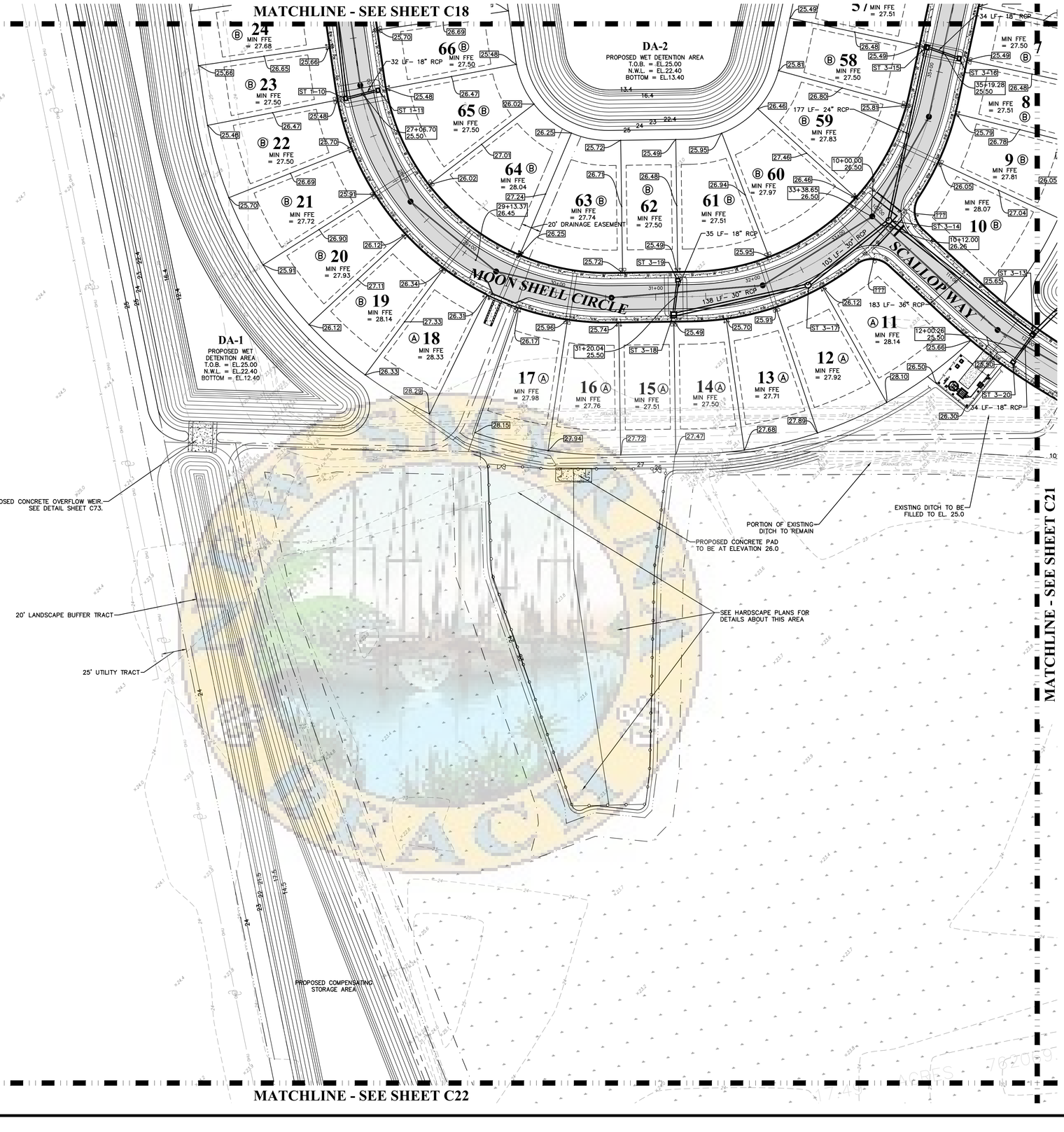
SHEET: C19 OF 76

R:\18169 – SHELL POINTE CONVENTIAL ENGINEERING PLANS\CADD\ECS\18-31_18169-PGD.DWG – PRINTED: 9/4/2024, 11:50 AM

MATCHLINE - SEE SHEET C18

MATCHLINE - SEE SHEET C21

MATCHLINE - SEE SHEET C22



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
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- PROPOSED FLOW DIRECTION
- (A) — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
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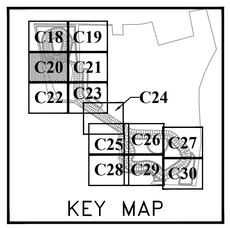

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-04-23	MLR	REVISED PER PROJECT MANAGER
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 18-31_18169-PGD
XREFS: 18169_BAS.DWG
XREFS: ----

Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=Zev Cohen & Associates, Inc., ou=Engineering, email=mrussell@zevcohen.com, c=US
Date: 2024.09.04 14:55:59 -04'00'
Adobe Acrobat Version: 24.001.20604
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Signature is valid only when signed and sealed by Melia L. Russell, P.E. using a Serif digital signature.

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C20 OF 76

R:\18169 - SHELL POINTE CO\CIVIL ENGINEERING PLANS\CAD\PGD\18-31-18169-PGD.DWG - PRINTED 9/4/2024 11:51 AM

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C20

MATCHLINE - SEE SHEET C24

MATCHLINE - SEE SHEET C23

JUNONIA BLVD

SCALLOP WAY

DA-3
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

DA-4
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

ST 3-7
ST 3-6
ST 3-8
ST 3-12
ST 3-9
ST 3-10
ST 3-11
ST 4-3
ST 4-4
ST 4-5
ST 4-6
ST 4-102
ST 4-106
ST 4-105
ST 4-101

22+47.16
25.65

59 LF- 36" RCP
54 LF- 18" RCP
62 LF- 18" RCP
55 LF- 18" RCP
33 LF- 18" RCP
101 LF- 19"x30" ERCP
35 LF- 24" RCP
53 LF- 36" RCP
54 LF- 36" RCP
194 LF- 30" RCP
271 LF- 30" RCP

13+50.13
26.10
DCS #3A
15+00.00
25.50
15+95.40
26.16
16+07.40
26.40
16+59.11
25.62
DCS #3B
24+42.25
26.40
26+08.97
25.75
28+05.00
26.55

85 MIN FFE = 28.01
86 MIN FFE = 27.76
87 MIN FFE = 27.75
88 MIN FFE = 28.01
89 MIN FFE = 28.27
90 MIN FFE = 28.54
91 MIN FFE = 28.04
92 MIN FFE = 27.79
93 MIN FFE = 27.53
319 MIN FFE = 28.00
318 MIN FFE = 27.75
317 MIN FFE = 27.76
316 MIN FFE = 28.02
315 MIN FFE = 28.29
314 MIN FFE = 28.55
313 MIN FFE = 28.03
312 MIN FFE = 27.77
311 MIN FFE = 27.50

ST 4-102
MANHOLE (60" DIA.) - INDEX NO. 425-001
T.C. = 25.00
INV. = 14.40 S

ST 4-106
MANHOLE (60" DIA.) - INDEX NO. 425-001
T.C. = 26.00
INV. = 13.70 SW

ST 4-105
MES (36") - INDEX NO. 430-021
INV. = 13.40 NE

ST 4-101
MES (24") - INDEX NO. 430-021
INV. = 14.20 N

BORE HOLE P-1
GROUND EL.=23.55

DRAINAGE DITCH

PROPOSED COMPENSATING STORAGE AREA

11

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT

KEY MAP
C18 C19
C20 C21
C22 C23 C24
C25 C26 C27
C28 C29 C30

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
(EB 6516)

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-06-23	MLR	RESUBMITTED TO CITY AND COUNTY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

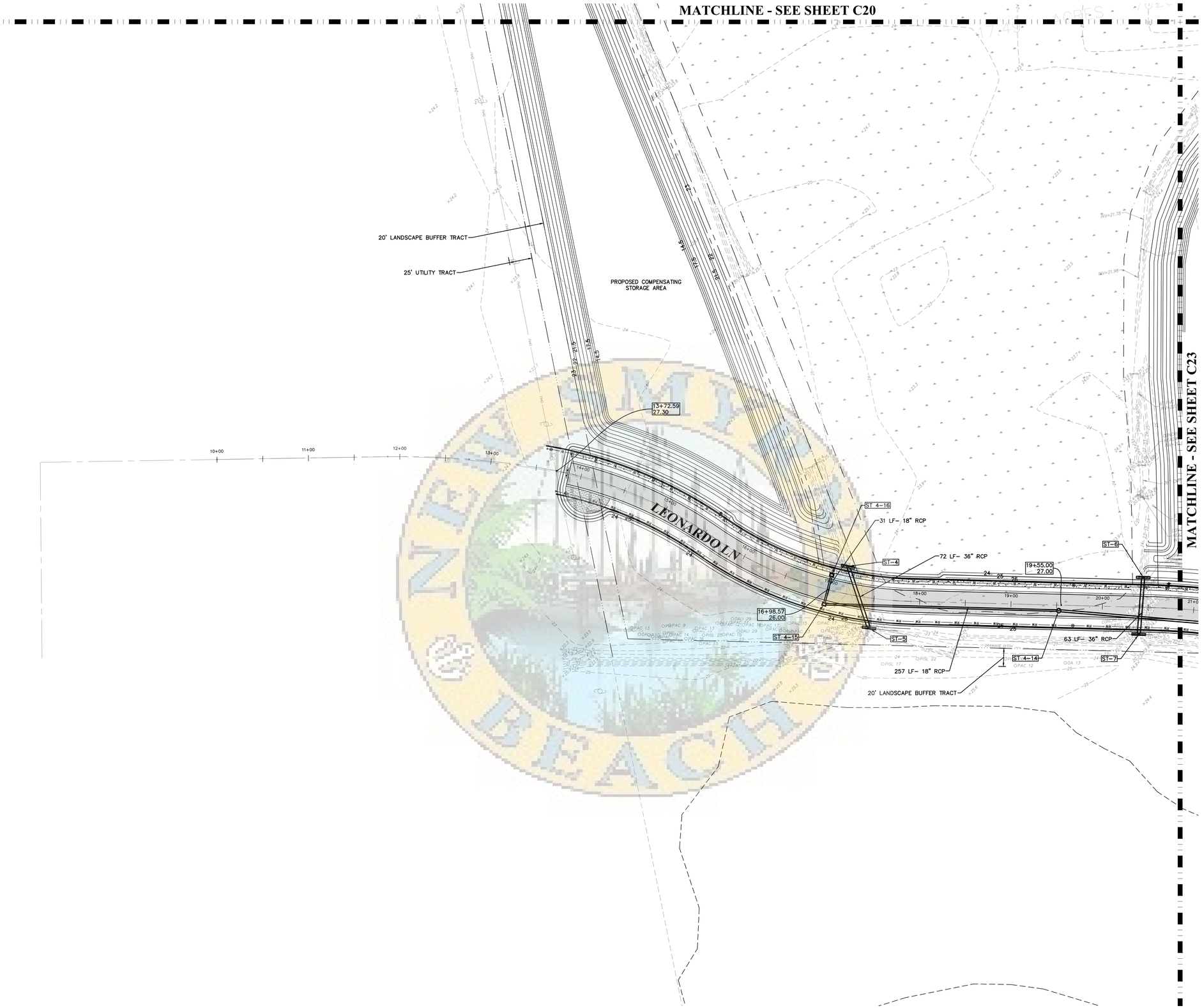
DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ---

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C21 OF 76

R:\18169 - SHELL POINT CONVENTIAL ENGINEERING PLANS\CADD\XS\18-31_18169-PGD.DWG - PRINTED: 9/4/2024 11:51 AM



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
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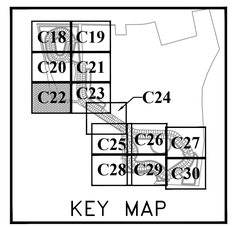
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C22 OF 76

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADDWGS\18-31_18169-PGD.DWG - PRINTED 9/4/2024 11:51 AM

MATCHLINE - SEE SHEET C22

MATCHLINE - SEE SHEET C21

MATCHLINE - SEE SHEET C24

JUNONIA BLVD

LEONARDO LN

PROPOSED COMPENSATING STORAGE AREA

DA-4
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

ST 4-109
MANHOLE (72" DIA.) – INDEX NO. 425-001
T.C. = 25.81
INV. = 14.40 W

196 LF– 36" RCP

ST 4-108
MES (36") – INDEX NO. 430-021
INV. = 13.40 E

ST 4-1
183 LF– 48" RCP

37 LF– 24" RCP

36 LF– 14"x23" ERCP

166 LF– 24" RCP

34 LF– 18" RCP

189 LF– 30" RCP

394 LF– 24" RCP

187 LF– 48" RCP

39 LF– 48" RCP

249 LF– 30" RCP

20' LANDSCAPE BUFFER TRACT

20' DRAINAGE EASEMENT

EXISTING DITCH TO REMAIN

20' STORMWATER MANAGEMENT TRACT

94 Ⓐ MIN FFE = 27.50
95 Ⓐ MIN FFE = 27.74
96 Ⓐ MIN FFE = 28.01
97 Ⓐ MIN FFE = 28.54
98 Ⓐ MIN FFE = 28.30
99 Ⓐ MIN FFE = 28.06
100 Ⓐ MIN FFE = 27.82
101 Ⓐ MIN FFE = 27.80
102 Ⓐ MIN FFE = 28.06
103 Ⓐ MIN FFE = 28.09
104 Ⓐ MIN FFE = 27.83
105 Ⓐ MIN FFE = 27.53
106 Ⓐ MIN FFE = 27.50
107 Ⓐ MIN FFE = 27.75
108 Ⓐ MIN FFE = 28.02
109 Ⓐ MIN FFE = 28.28
110 Ⓐ MIN FFE = 28.54

310 Ⓑ MIN FFE = 27.57
309 Ⓑ MIN FFE = 27.83
308 Ⓑ MIN FFE = 28.10
307 Ⓑ MIN FFE = 28.47
306 Ⓑ MIN FFE = 28.16
305 Ⓑ MIN FFE = 27.80
304 Ⓑ MIN FFE = 27.82
303 Ⓑ MIN FFE = 28.27
302 Ⓑ MIN FFE = 27.87
301 Ⓑ MIN FFE = 27.51
300 Ⓑ MIN FFE = 27.57
299 Ⓑ MIN FFE = 27.83
298 Ⓑ MIN FFE = 28.09
297 Ⓑ MIN FFE = 28.35

ST 4-2 30+68.98 25.50
ST 4-3 33+25.00 26.55
ST 4-4 35+08.49 25.80
ST 4-5 36+55.00 26.50
ST 4-6 38+77.00 25.50
ST 4-7 42+00.00 26.80
ST 4-8 ST 4-9 ST 4-10 ST 4-11 ST 4-12 ST 4-13 ST 4-17

DCS-4A

11

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- Ⓐ — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT

KEY MAP
C18 C19
C20 C21
C22 C23 C24
C25 C26 C27
C28 C29 C30

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

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PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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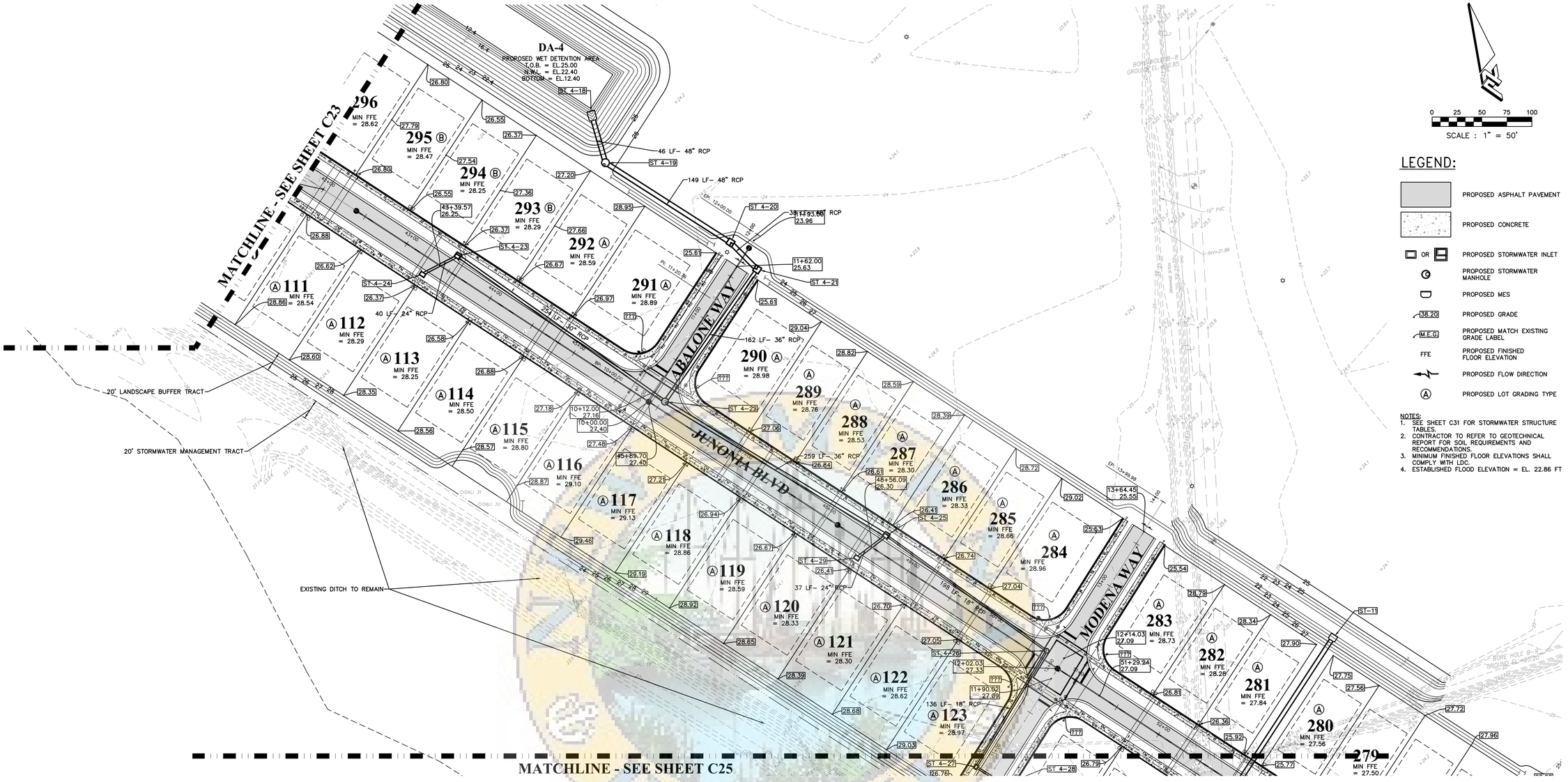
XREFS: ---

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C23 OF 76

G:\18169 - SHELL POINT CONVENTIONAL ENGINEERING PLANS\CADD\MSTR-31_18169-PGD.DWG - PRINTED: 9/4/2024 11:51 AM



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GRADE (38.20)
- PROPOSED MATCH EXISTING GRADE LABEL (M.E.G.)
- PROPOSED FINISHED FLOOR ELEVATION (FFE)
- PROPOSED FLOW DIRECTION
- PROPOSED LOT GRADING TYPE (A)

NOTES:
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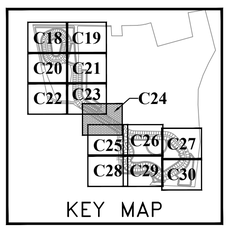
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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TRANSPORTATION
(LC #2)
(EB #3519)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=melia.l.russell@gmail.com, O=Zev Cohen and Associates, Inc, OU=Civil Engineering, CN=Melia L Russell
Reason: I am the author of this document
Location: I am the author of this document
Contact Info: This item has been electronically signed and sealed by Melia L Russell using a Digital Signature and Signature Must be Verified.
Date: 2024.09.04 11:48:10-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C24 OF 76

ZEV COHEN & ASSOCIATES, INC.

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MATCHLINE - SEE SHEET C24

MODENA WAY

JUNONIA BLVD

MONACO BLVD

EXISTING DITCH TO REMAIN

9+75.94
26.84

84 LF- 58"x91" ERCP

20' DRAINAGE EASEMENT

20' LANDSCAPE BUFFER TRACT

PORTION OF EXISTING DITCH TO REMAIN

33 LF- 18" RCP

358 LF- 38"x24" ERCP

236 LF- 30" RCP

197 LF- 36" RCP

135 LF- 30" RCP

57 LF- 48" RCP

37 LF- 48" RCP

35 LF- 24" RCP

124 MIN FFE = 28.71

125 MIN FFE = 28.26

126 MIN FFE = 27.76

127 MIN FFE = 27.50

128 MIN FFE = 27.50

129 MIN FFE = 27.65

130 MIN FFE = 27.89

131 MIN FFE = 28.12

132 MIN FFE = 27.50

133 MIN FFE = 27.50

134 MIN FFE = 27.70

135 MIN FFE = 27.90

136 MIN FFE = 28.11

137 MIN FFE = 28.32

143 MIN FFE = 27.98

144 MIN FFE = 27.50

145 MIN FFE

278 MIN FFE = 27.65

279 MIN FFE = 27.50

277 MIN FFE = 27.90

21+12.29
25.50

23+48.04
26.65

12+68.94
26.40

DA-6
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

PROPOSED CONCRETE OVERFLOW WEIR. SEE DETAIL SHEET C73.

EXISTING DITCH TO REMAIN

20' LANDSCAPE BUFFER TRACT

TRACT "G" (STORMWATER MANAGEMENT AREA)

MATCHLINE - SEE SHEET C26

MATCHLINE - SEE SHEET C28

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GRADE (38.20)
- PROPOSED MATCH EXISTING GRADE LABEL (M.E.G.)
- PROPOSED FINISHED FLOOR ELEVATION (FFE)
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NOTES:
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ARDISIA PARK - PHASE 1 & 2
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PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
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XREF'S: ----

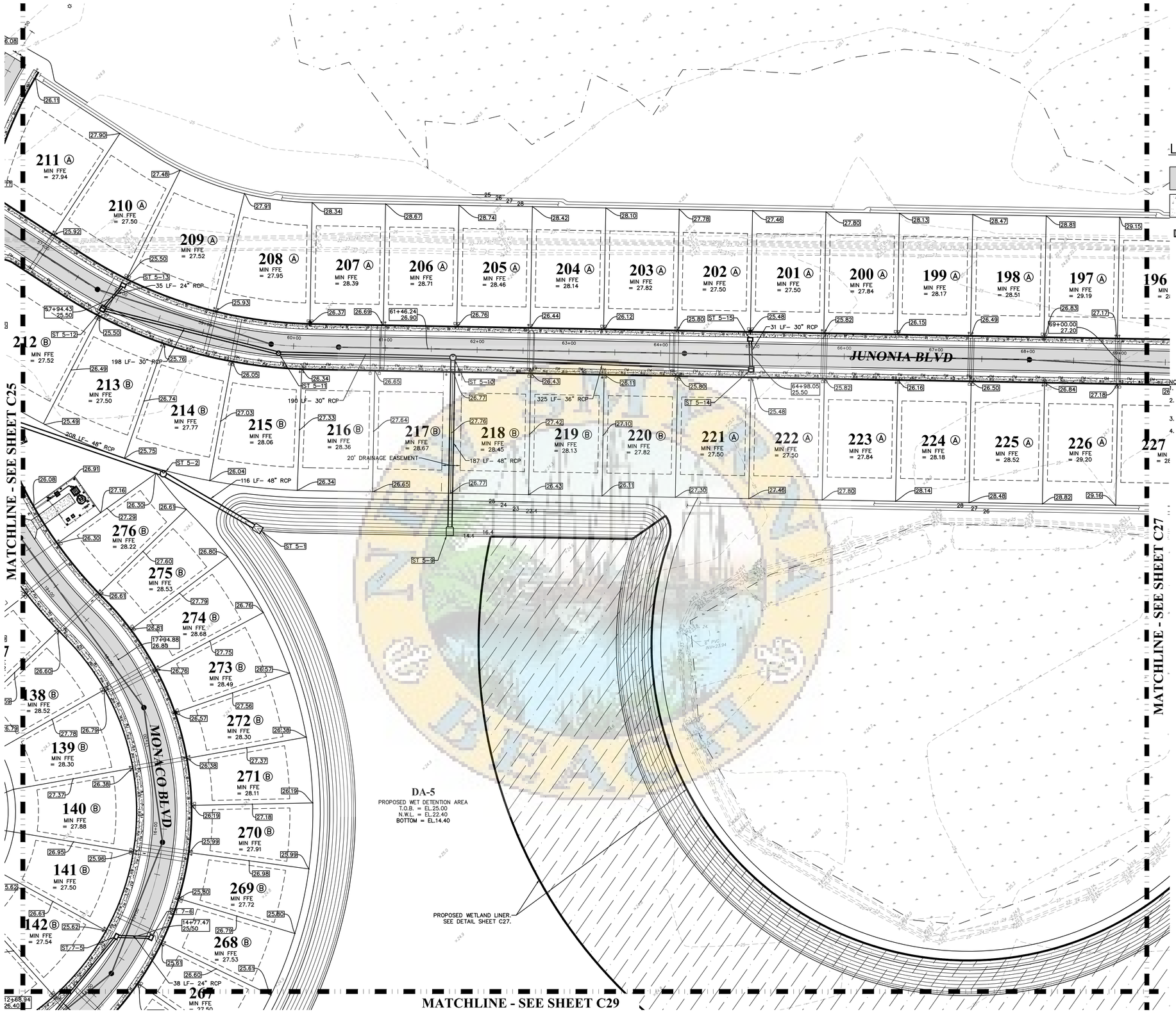
Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C25 OF 76

R:\18169 - SIETL POINTE CO\CIVIL\ENGINEERING PLANS\CAD\MOS\18-31_18169-PGD.DWG - PRINTED: 9/4/2024 11:52 AM



0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- Ⓐ PROPOSED LOT GRADING TYPE

NOTES:
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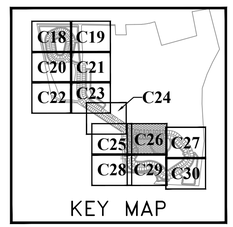

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09/04/2024
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SHEET: C26 OF 76

Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=Zev Cohen & Associates, Inc., ou=Civil, email=melia@zevcohen.com, c=US
Location: Florida
Reason: I am the author of this document
Date: 2024.09.04 11:48:09-04'00'

18-31_18169 - SHELL POINT COLONY\FINAL ENGINEERING PLANS\ZC\DWGS\18-31_18169-PGD.DWG — PRINTED 9/4/2024 11:53 AM

MATCHLINE - SEE SHEET C26

196 Ⓐ MIN FFE = 28.89
195 Ⓐ MIN FFE = 28.58
194 Ⓐ MIN FFE = 28.29
193 Ⓐ MIN FFE = 28.00
192 Ⓐ MIN FFE = 28.00
191 Ⓐ MIN FFE = 28.29
190 Ⓐ MIN FFE = 28.59
189 Ⓐ MIN FFE = 28.92
188 Ⓐ MIN FFE = 28.80
187 Ⓐ MIN FFE = 28.35
186 Ⓐ MIN FFE = 27.90
185 Ⓐ MIN FFE = 27.50
184 Ⓐ MIN FFE = 27.53
183 Ⓐ MIN FFE = 27.82
182 Ⓐ MIN FFE = 28.19
181 Ⓑ MIN FFE = 28.49
180 Ⓑ MIN FFE = 28.72
227 Ⓐ MIN FFE = 28.88
228 Ⓐ MIN FFE = 28.49
229 Ⓑ MIN FFE = 28.00
Ⓑ 230 MIN FFE = 28.00
Ⓑ 231 MIN FFE = 28.50
Ⓑ 232 MIN FFE = 28.86
Ⓑ 233 MIN FFE = 28.89
Ⓑ 234 MIN FFE = 28.44
Ⓑ 235 MIN FFE = 27.99
Ⓑ 236 MIN FFE = 27.54
237 Ⓑ MIN FFE = 27.50
238 Ⓑ MIN FFE = 28.26
239 Ⓑ MIN FFE = 28.54

94 LF– 36" RCP
33 LF– 36" RCP
273 LF– 36" RCP
237 LF– 36" RCP
34 LF– 24" RCP
127 LF– 42" RCP
195 LF– 48" RCP
ST 5–22
ST 5–21
ST 5–20
ST 5–19
ST 5–18
ST 5–23
ST 5–17
ST 5–16
71+96.79 26.00
75+00.00 27.25
78+11.71 25.50
81+46.46 26.90

MUNONIA BLVD

PROPOSED WETLAND LINER SEE DETAIL THIS SHEET.

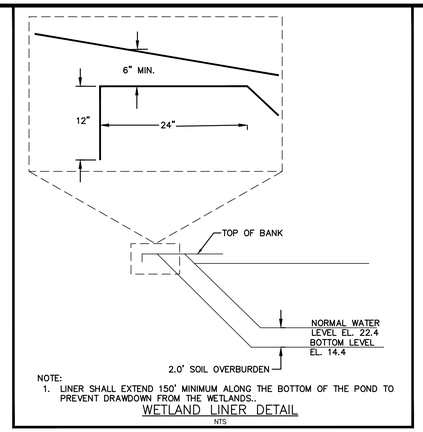
PROPOSED NATURE TRAIL. SEE HARDSCAPE PLANS FOR DETAILS.

20' LANDSCAPE BUFFER TRACT

DA-5
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.14.40

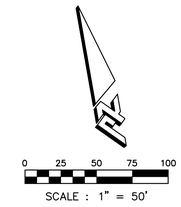
DA-9
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.13.40

MATCHLINE - SEE SHEET C30



NOTE:
1. LINER SHALL EXTEND 150' MINIMUM ALONG THE BOTTOM OF THE POND TO PREVENT DRAWDOWN FROM THE WETLANDS..

WETLAND LINER DETAIL
NTS



LEGEND:

- PROPOSED ASPHALT PAVEMENT
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- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
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- PROPOSED FLOW DIRECTION
- Ⓐ — PROPOSED LOT GRADING TYPE

NOTES:
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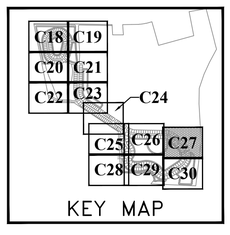

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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LANDSCAPE ARCHITECTURE
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2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-26-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-15-23	MLR	REVISED PER FINAL COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

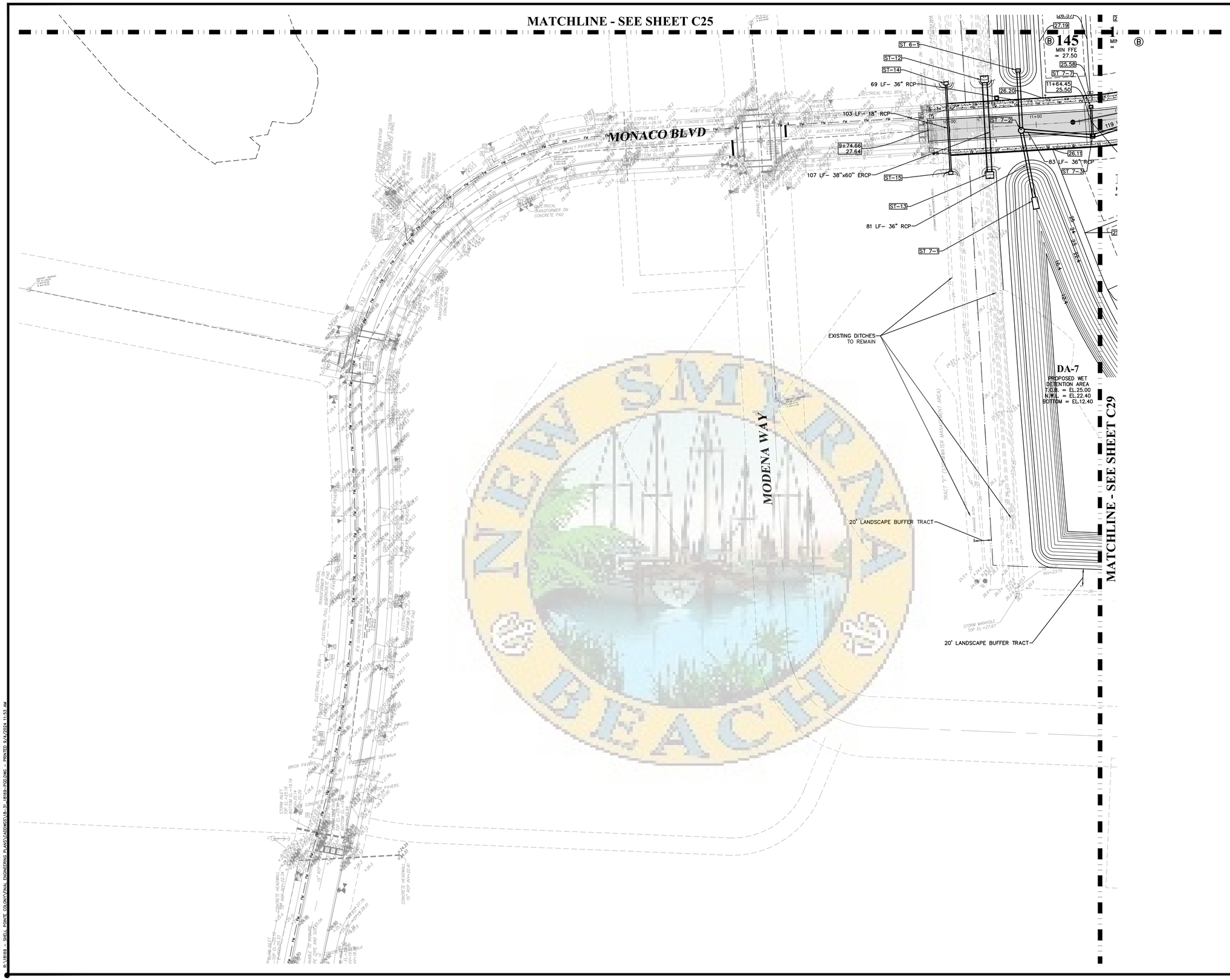
PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREFS: 18169_BAS.DWG
XREFS: ---

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C27 OF 76

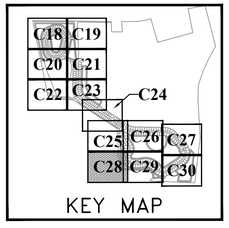
R:\18169 – SHEL - POINTE CO\CIVIL\FINAL ENGINEERING PLANS\CAD\MOD\18-31_18169-PGD.DWG – PRINTED: 9/4/2024 11:53 AM



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- Ⓐ — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-C42)
(EB-6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	SHK	FINAL CLEARING PLAN
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C28 OF 76

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CAD\WCS\18-31_18169-PGD.DWG - PRINTED 9/4/2024 11:53 AM

MATCHLINE - SEE SHEET C26

MATCHLINE - SEE SHEET C28

MATCHLINE - SEE SHEET C30

MONACO BLVD

JUNONIA BLVD

DA-5
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.14.40

DA-7
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

DA-8
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40

20' DRAINAGE EASEMENT

20' LANDSCAPE BUFFER TRACT

PROPOSED WETLAND LINER. SEE DETAIL SHEET C27.

144 MIN FFE = 27.50
267 MIN FFE = 27.50
266 B MIN FFE = 27.67
265 B MIN FFE = 27.87
264 B MIN FFE = 28.07
263 B MIN FFE = 27.50
262 B MIN FFE = 27.94
261 B MIN FFE = 27.89
260 B MIN FFE = 27.50
259 B MIN FFE = 27.51
258 B MIN FFE = 27.92
257 B MIN FFE = 28.24
256 B MIN FFE = 28.12
255 B MIN FFE = 27.81
254 B MIN FFE = 27.51
253 B MIN FFE = 27.50
252 B MIN FFE = 27.79
251 B MIN FFE = 28.08
250 B MIN FFE = 28.39
147 B MIN FFE = 27.50
148 B MIN FFE = 27.51
149 B MIN FFE = 27.73
150 B MIN FFE = 27.97
151 B MIN FFE = 28.20
152 B MIN FFE = 28.24
153 B MIN FFE = 28.01
154 B MIN FFE = 27.75
155 B MIN FFE = 27.51
156 B MIN FFE = 27.50
157 B MIN FFE = 27.74
158 B MIN FFE = 28.03
159 B MIN FFE = 28.23
160 B MIN FFE = 27.86
161 B MIN FFE = 27.50
162 B MIN FFE = 27.51
163 B MIN FFE = 27.86
164 B MIN FFE = 28.41
165 B MIN FFE = 28.62
166 B MIN FFE = 28.34
146 B MIN FFE = 27.76

34 LF– 18" RCP
38 LF– 24" RCP
186 LF– 24" RCP
119 LF– 36" RCP
150 LF– 24" RCP
34 LF– 18" RCP
173 LF– 24" RCP
189 LF– 42" RCP
216 LF– 30" RCP
33 LF– 24" RCP
86 LF– 30" RCP
31 LF– 24" RCP
138 LF– 36" RCP

ST 5-30
ST 5-31
ST 5-32
ST 5-33
ST 5-34
ST 5-35
ST 5-36
ST 7-4
ST 7-5
ST 7-8
ST 7-9
ST 7-10
ST 8-1

105+68.85 25.50
107+31.47 26.40
12+68.94 26.40
107+19.47 26.16
101+02.46 25.50
103+35.66 26.45
98+64.23 26.50
96+25.96 25.50
93+01.04 26.80

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT

KEY MAP
C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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9	08-30-23	MLR	REVISED PER COUNTY AND NSB COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

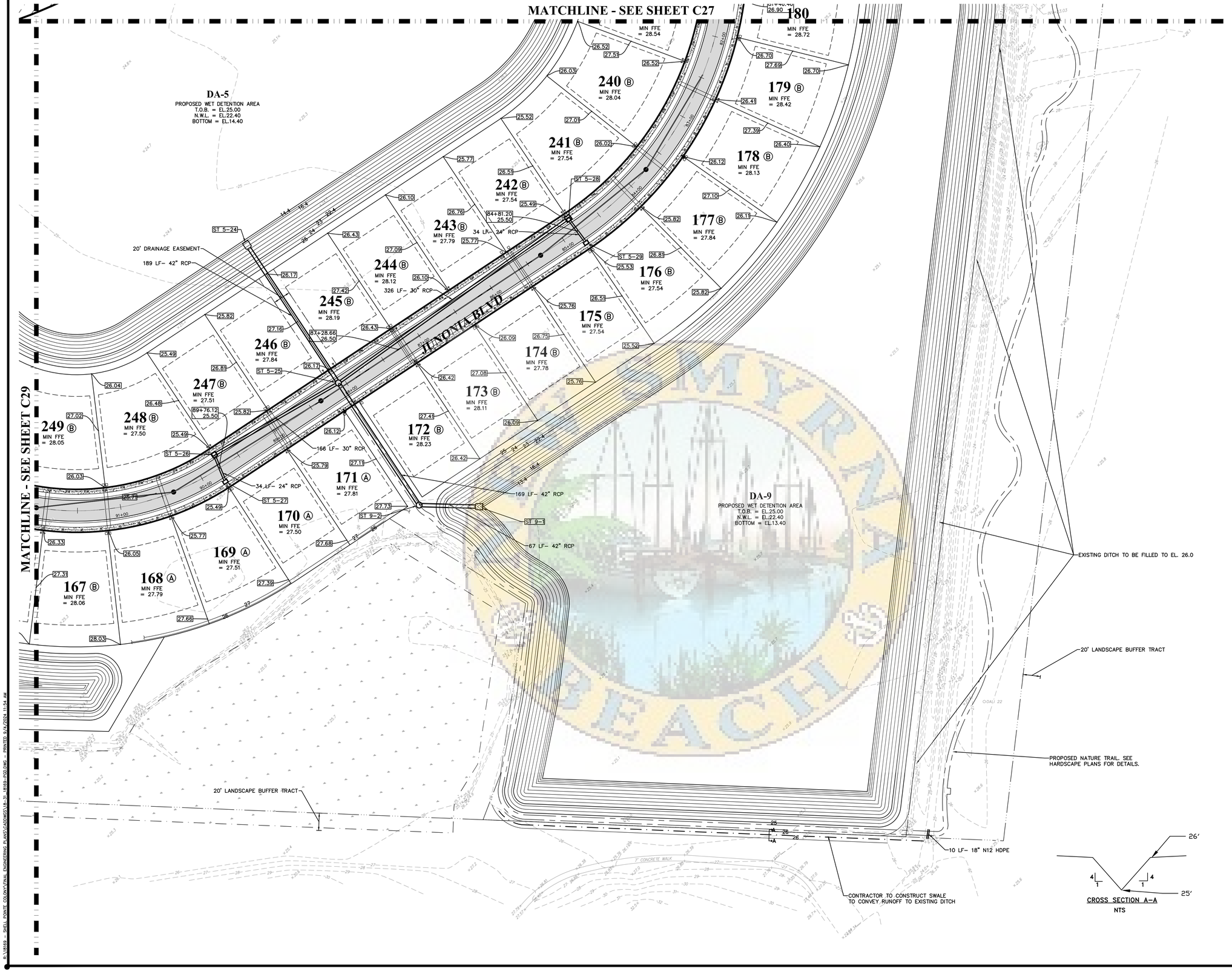
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C29 OF 76

R:\18169 – SHELL POINT CONVENTIONAL ENGINEERING PLANS\CADD\RCS\18-31_18169-PGD.DWG – PRINTED: 9/4/2024, 11:54 AM

MATCHLINE - SEE SHEET C27

MATCHLINE - SEE SHEET C29



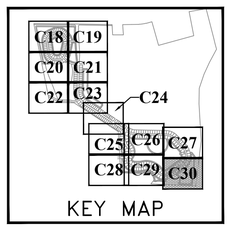
0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C31 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
4. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWNERS BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-16-23	MLR	REVISED PER FINAL PLAT REVIEW
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 18-31_18169-PGD
XREF'S: 18169_BAS.DWG
XREF'S: ---

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C30 OF 76

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STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-4A	TYPE E INLET – INDEX NO. 425-052 SEE DETAIL	23.20	18.00 (NE) 30" RCP
DCS #3A	TYPE E INLET – INDEX NO. 425-052 SEE DETAIL	25.00	22.00 (SW) 19"x30" ERCP
DCS #3B	MES (24") – INDEX NO. 430-021	–	21.15 (NE) 19"x30" ERCP
ST-1	MES (19" X 30") – INDEX NO. 430-021	24.50	22.65 (E) 19"x30" ERCP
ST-1A	TYPE E INLET – INDEX NO. 425-052	25.50	22.70 (E) 19"x30" ERCP 22.70 (W) 19"x30" ERCP
ST-2	TYPE E INLET – INDEX NO. 425-052	25.55	22.75 (E) 19"x30" ERCP 22.75 (W) 19"x30" ERCP
ST-3	MES (19" X 30") – INDEX NO. 430-021	24.65	22.80 (W) 19"x30" ERCP
ST-4	STRAIGHT CONCRETE ENDWALL (36") – INDEX NO. 430-030	25.68	21.10 (S) 36" RCP
ST-5	STRAIGHT CONCRETE ENDWALL (36") – INDEX NO. 430-030	25.48	20.90 (N) 36" RCP
ST-6	STRAIGHT CONCRETE ENDWALL (36") – INDEX NO. 430-030	24.88	20.30 (S) 36" RCP
ST-7	STRAIGHT CONCRETE ENDWALL (36") – INDEX NO. 430-030	24.68	20.10 (N) 36" RCP
ST-8	MES (58" X 91") – INDEX NO. 430-021	–	20.00 (SE) 58"x91" ERCP
ST-9	MES (58" X 91") – INDEX NO. 430-021	–	20.20 (NW) 58"x91" ERCP
ST-10	MES (29" X 45") – INDEX NO. 430-021	–	21.00 (NE) 29"x45" ERCP
ST-11	MES (29" X 45") – INDEX NO. 430-021	–	22.00 (SW) 29"x45" ERCP
ST-12	MES (38" X 60") – INDEX NO. 430-021	–	21.85 (S) 38"x60" ERCP
ST-13	MES (38" X 60") – INDEX NO. 430-021	–	22.10 (N) 38"x60" ERCP
ST-14	MES (18") – INDEX NO. 430-021	–	23.00 (S) 18" RCP
ST-15	MES (18") – INDEX NO. 430-021	–	23.25 (N) 18" RCP
ST-16	MES (19" X 30") – INDEX NO. 430-021	–	23.71 (SE) 19"x30" ERCP
ST-17	TYPE D INLET – INDEX NO. 425-052	26.50	23.70 (NW) 19"x30" ERCP
ST-18	TYPE D INLET – INDEX NO. 425-052	26.50	23.67 (E) 19"x30" ERCP
ST-19	MES (19" X 30") – INDEX NO. 430-021	–	23.66 (W) 19"x30" ERCP
ST 1-1	MES (36") – INDEX NO. 430-021	–	16.40 (SW) 36" RCP
ST 1-2	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	21.25 (SW) 18" RCP 18.10 (NW) 24" RCP 17.00 (NE) 36" RCP
ST 1-3	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.91	18.60 (SE) 24" RCP 18.60 (W) 24" RCP
ST 1-4	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.92	19.00 (W) 24" RCP 19.00 (E) 24" RCP
ST 1-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.35 (SW) 18" RCP 19.50 (E) 24" RCP
ST 1-6	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (NE) 18" RCP
ST 1-7	TYPE C INLET – INDEX NO. 425-052	25.00	21.50 (NE) 18" RCP
ST 1-8	MES (36") – INDEX NO. 430-021	–	13.40 (E) 36" RCP
ST 1-9	MANHOLE (84" DIA.) – INDEX NO. 425-001	25.94	14.00 (NE) 36" RCP 14.00 (W) 36" RCP 17.55 (S) 24" RCP
ST 1-10	TYPE C INLET – INDEX NO. 425-052	25.00	20.35 (E) 18" RCP 18.25 (N) 24" RCP
ST 1-11	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (W) 18" RCP
ST 1-12	MES (36") – INDEX NO. 430-021	–	14.40 (S) 36" RCP
ST 1-13	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	14.75 (S) 29"x45" ERCP 14.75 (N) 36" RCP 14.75 (W) 36" RCP
ST 1-14	MANHOLE (84" DIA.) – INDEX NO. 425-001	26.33	14.00 (E) 36" RCP 13.50 (W) 29"x45" ERCP 19.90 (S) 18" RCP
ST 1-15	TYPE C INLET – INDEX NO. 425-052	25.00	20.35 (NW) 18" RCP 20.35 (N) 18" RCP
ST 1-16	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (SE) 18" RCP
ST 1-17	MES (18") – INDEX NO. 430-021	–	16.40 (E) 18" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 1-18	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.25 (E) 18" RCP 16.60 (W) 18" RCP
ST 1-19	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.50 (W) 18" RCP
ST 1-20	MES (18") – INDEX NO. 430-021	–	16.40 (NE) 18" RCP
ST 1-21	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.25 (E) 18" RCP 16.65 (SW) 18" RCP
ST 1-22	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.50 (W) 18" RCP
ST 2-1	MES (36") – INDEX NO. 430-021	–	14.65 (W) 36" RCP
ST 2-2	MANHOLE (84" DIA.) – INDEX NO. 425-001	25.90	17.75 (N) 24" RCP 14.10 (E) 36" RCP 14.10 (SW) 36" RCP
ST 2-3	TYPE C INLET – INDEX NO. 425-052	25.00	21.30 (W) 18" RCP 18.25 (S) 24" RCP
ST 2-4	TYPE C INLET – INDEX NO. 425-052	25.00	21.40 (E) 18" RCP
ST 2-5	MES (29" X 45") – INDEX NO. 430-021	–	13.40 (E) 29"x45" ERCP
ST 3-1	MES (36") – INDEX NO. 430-021	17.73	14.40 (N) 36" RCP
ST 3-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	14.60 (N) 29"x45" ERCP 14.60 (S) 36" RCP
ST 3-3	MES (18") – INDEX NO. 430-021	–	16.40 (E) 18" RCP
ST 3-4	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.25 (E) 18" RCP 16.60 (W) 18" RCP
ST 3-5	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.50 (W) 18" RCP
ST 3-6	MES (18") – INDEX NO. 430-021	–	16.40 (E) 18" RCP
ST 3-7	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.35 (E) 18" RCP 16.60 (W) 18" RCP
ST 3-8	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM – INDEX NO. 425-020	25.50	20.50 (W) 18" RCP
ST 3-9	MES (18") – INDEX NO. 430-021	–	16.40 (S) 18" RCP
ST 3-10	TYPE C INLET – INDEX NO. 425-052	25.00	18.40 (S) 18" RCP 16.90 (N) 18" RCP
ST 3-11	TYPE C INLET – INDEX NO. 425-052	25.00	18.50 (N) 18" RCP
ST 3-12	MES (36") – INDEX NO. 430-021	–	15.40 (SW) 36" RCP
ST 3-13	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	18.65 (SW) 18" RCP 15.60 (NW) 36" RCP 15.60 (NE) 36" RCP
ST 3-14	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.19	18.30 (SW) 30" RCP 19.00 (N) 24" RCP 16.50 (SE) 36" RCP
ST 3-15	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.35 (SE) 18" RCP 19.50 (S) 24" RCP
ST 3-16	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (NW) 18" RCP
ST 3-17	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.91	18.60 (W) 30" RCP 18.60 (NE) 30" RCP
ST 3-18	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.40 (N) 18" RCP 19.00 (E) 30" RCP
ST 3-19	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (S) 18" RCP
ST 3-20	TYPE C INLET – INDEX NO. 425-052	25.00	18.75 (NE) 18" RCP
ST 4-1	MES (48") – INDEX NO. 430-021	–	15.40 (W) 48" RCP
ST 4-2	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	19.85 (NW) 24" RCP 17.00 (N) 30" RCP 15.90 (E) 48" RCP
ST 4-3	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.37	17.90 (S) 30" RCP 17.90 (N) 30" RCP
ST 4-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.40 (W) 24" RCP 18.50 (S) 30" RCP
ST 4-5	TYPE E INLET – INDEX NO. 425-052	25.25	20.50 (E) 24" RCP
ST 4-6	TYPE E INLET – INDEX NO. 425-052	25.00	20.00 (SE) 24" RCP
ST 4-7	MES (48") – INDEX NO. 430-021	–	13.40 (SW) 48" RCP
ST 4-8	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	15.00 (SW) 48" RCP 14.00 (NE) 48" RCP
ST 4-9	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	15.15 (NE) 48" RCP 15.40 (NW) 36" RCP 17.50 (SW) 30" RCP
ST 4-10	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.24	16.00 (N) 24" RCP 16.00 (SE) 36" RCP 16.00 (W) 30" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 4-11	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.30	16.50 (E) 14"x23" ERCP 16.50 (S) 24" RCP
ST 4-12	TYPE C INLET – INDEX NO. 425-052	25.30	16.65 (W) 14"x23" ERCP
ST 4-13	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.40 (N) 18" RCP 16.25 (W) 24" RCP 16.25 (E) 30" RCP
ST 4-14	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.87	17.00 (W) 18" RCP 16.50 (E) 24" RCP
ST 4-15	TYPE C INLET – INDEX NO. 425-052	25.50	20.40 (NE) 18" RCP 17.75 (E) 18" RCP
ST 4-16	TYPE C INLET – INDEX NO. 425-052	25.50	20.50 (SW) 18" RCP
ST 4-17	TYPE C INLET – INDEX NO. 425-052	25.00	20.50 (S) 18" RCP
ST 4-18	MES (48") – INDEX NO. 430-021	–	13.40 (S) 48" RCP
ST 4-19	MANHOLE (84" DIA.) – INDEX NO. 425-001	25.50	13.60 (SE) 48" RCP 13.60 (N) 48" RCP
ST 4-20	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	14.10 (SE) 48" RCP 14.10 (NW) 48" RCP
ST 4-21	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	14.25 (NW) 48" RCP 14.25 (SW) 36" RCP
ST 4-22	MANHOLE (72" DIA.) – INDEX NO. 425-001	27.16	16.20 (SE) 36" RCP 14.75 (NE) 36" RCP 14.75 (NW) 30" RCP
ST 4-23	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.75	15.50 (SE) 30" RCP 16.10 (W) 24" RCP
ST 4-24	TYPE E INLET – INDEX NO. 425-052	25.75	16.25 (E) 24" RCP
ST 4-25	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.80	20.85 (SW) 24" RCP 17.00 (NW) 36" RCP 18.90 (SE) 18" RCP
ST 4-26	MANHOLE (48" DIA.) – INDEX NO. 425-001	27.16	21.70 (SW) 18" RCP 19.50 (NW) 18" RCP
ST 4-27	TYPE C INLET – INDEX NO. 425-052	26.15	22.15 (SE) 18" RCP 22.15 (NE) 18" RCP
ST 4-28	TYPE C INLET – INDEX NO. 425-052	26.15	22.25 (NW) 18" RCP
ST 4-29	TYPE E INLET – INDEX NO. 425-052	25.80	21.00 (NE) 24" RCP
ST 5-1	MES (48") – INDEX NO. 430-021	–	14.40 (NW) 48" RCP
ST 5-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	15.00 (NW) 48" RCP 15.00 (SE) 48" RCP
ST 5-3	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	15.65 (W) 48" RCP 15.65 (SE) 48" RCP
ST 5-4	TYPE E INLET RISER WITH 72"X72" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	15.75 (E) 48" RCP 15.75 (N) 48" RCP
ST 5-5	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.59	15.95 (N) 36" RCP 15.95 (S) 48" RCP 17.30 (W) 30" RCP
ST 5-6	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.45	17.00 (NW) 30" RCP 16.50 (S) 36" RCP
ST 5-7	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.40 (NE) 24" RCP 17.75 (SE) 30" RCP
ST 5-8	TYPE E INLET – INDEX NO. 425-052	25.00	20.50 (SW) 24" RCP
ST 5-9	MES (48") – INDEX NO. 430-021	–	14.40 (N) 48" RCP
ST 5-10	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.61	16.40 (W) 30" RCP 14.90 (E) 36" RCP 14.90 (S) 48" RCP
ST 5-11	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.07	17.00 (NW) 30" RCP 17.00 (E) 30" RCP
ST 5-12	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	17.65 (NE) 24" RCP 17.65 (SE) 30" RCP
ST 5-13	TYPE E INLET – INDEX NO. 425-052	25.00	17.75 (SW) 24" RCP
ST 5-14	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	15.90 (N) 30" RCP 15.90 (W) 36" RCP
ST 5-15	TYPE E INLET – INDEX NO. 425-052	25.00	16.00 (S) 30" RCP
ST 5-16	MES (48") – INDEX NO. 430-021	–	14.40 (E) 48" RCP
ST 5-17	MANHOLE (96" DIA.) – INDEX NO. 425-001	25.85	15.25 (NW) 42" RCP 15.25 (W) 48" RCP
ST 5-18	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	19.85 (E) 24" RCP 15.65 (NW) 36" RCP 15.65 (SE) 42" RCP
ST 5-19	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.73	16.35 (W) 36" RCP 16.35 (SE) 36" RCP
ST 5-20	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.24	17.20 (NW) 36" RCP 17.20 (SE) 36" RCP
ST 5-21	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.50	20.40 (NE) 30" RCP 17.50 (SE) 36" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 5-22	TYPE E INLET – INDEX NO. 425-052	25.50	20.50 (SW) 30" RCP
ST 5-23	TYPE E INLET – INDEX NO. 425-052	25.00	20.00 (W) 24" RCP
ST 5-24	MES (42") – INDEX NO. 430-021	–	15.40 (SE) 42" RCP
ST 5-25	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.07	16.70 (W) 30" RCP 17.00 (NE) 30" RCP 14.80 (NW) 42" RCP 14.80 (SE) 42" RCP
ST 5-26	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	17.15 (S) 24" RCP 17.15 (E) 30" RCP
ST 5-27	TYPE E INLET – INDEX NO. 425-052	25.00	17.25 (N) 24" RCP
ST 5-28	TYPE E INLET RISER WITH 72"X72" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	20.50 (SE) 24" RCP 18.00 (SW) 30" RCP
ST 5-29	TYPE E INLET – INDEX NO. 425-052	25.00	20.60 (NW) 24" RCP
ST 5-30	MES (42") – INDEX NO. 430-021	–	15.40 (S) 42" RCP
ST 5-31	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.12	16.50 (E) 30" RCP 17.50 (W) 24" RCP 16.00 (N) 42" RCP
ST 5-32	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.22	16.75 (SE) 30" RCP 16.75 (W) 30" RCP
ST 5-33	TYPE E INLET RISER WITH 60"X60" TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	17.40 (SW) 24" RCP 17.40 (NW) 30" RCP
ST 5-34	TYPE E INLET – INDEX NO. 425-052	25.00	17.50 (NE) 24" RCP
ST 5-35	TYPE E INLET – INDEX NO. 425-052	25.00	20.85 (S) 24" RCP 18.00 (E) 24" RCP
ST 5-36	TYPE E INLET – INDEX NO. 425-052	25.00	21.00 (N) 24" RCP
ST 6-1	TYPE E INLET – INDEX NO. 425-052	21.40	16.50 (S) 36" RCP
ST 6-2	MES (30") – INDEX NO. 430-021	–	16.90 (E) 30" RCP
ST 7-1	MES (36") – INDEX NO. 430-021	–	16.40 (N) 36" RCP
ST 7-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.30	16.70 (S) 36" RCP 16.70 (N) 36" RCP 17.70 (E) 36" RCP
ST 7-3	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	18.35 (N) 18" RCP 17.95 (W) 36" RCP 17.95 (E) 36" RCP
ST 7-4	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.16	18.30 (S) 24" RCP 18.90 (NE) 24" RCP 18.30 (W) 36" RCP
ST 7-5	TYPE E INLET – INDEX NO. 425-052	25.00	19.50 (SW) 24" RCP 19.90 (E) 24" RCP
ST 7-6	TYPE E INLET – INDEX NO. 425-052	25.00	20.00 (W) 24" RCP
ST 7-7	TYPE C INLET – INDEX NO. 425-052	25.00	18.50 (S) 18" RCP
ST 7-8	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.00	19.90 (SW) 18" RCP 18.75 (N) 24" RCP
ST 7-9	TYPE C INLET – INDEX NO. 425-052	25.00	20.00 (NE) 18" RCP
ST 7-10	MES (36") – INDEX NO. 430-021	–	17.40 (SE) 36" RCP
ST 8-1	MES (36") – INDEX NO. 430-021	–	16.40 (NW) 36" RCP
ST 9-1	MES (42") – INDEX NO. 430-021	–	13.90 (W) 42" RCP
ST 9-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	19.92	14.30 (NW) 42" RCP 14.30 (E) 42" RCP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4519)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
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9	08-30-23	MLR	FINAL APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
STORMWATER STRUCTURE TABLES

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18-31_18169-PGD
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=Zev Cohen and Associates, Inc., OU=Zev Cohen and Associates - Civil, CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Contact Info: The Author is electronically signed and locked. Verify Author at www.pdfsigner.com
Date: 2024.09.04 11:48:12 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C31 OF 76

G:\18169 - SHELL POINT COLONY\FINAL ENGINEERING PLANS\DGN\PGD\18-31_18169-PGD.DWG - PRINTED: 9/4/2024 11:54 AM

CONTRACTOR TO EXTEND 12" WATERMAIN AND 8" RECLAIMED WATERMAIN AND CONNECT TO EXISTING MAINS AT PROMENADE

POP-UP DRAIN IN CONCRETE

4' VINYL FENCE

2.9'x2.9' BRICK COLUMN

DRAINAGE DITCH

PROPOSED 12" C-900 PVC WATERMAIN

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

25' UTILITY TRACT

DA-1

DA-2

MH 115-11
SHALLOW MANHOLE
STA. 19+13.05
T.C. = 25.58
INV. = 21.30 (W)

MH 115-10
STA. 20+55.99
T.C. = 26.20
INV. = 20.70 (E)
INV. = 20.60 (SW)

MH 115-09
STA. 21+68.91
T.C. = 26.11
INV. = 20.15 (NE)
INV. = 20.05 (S)

MH 115-08
STA. 22+97.88
T.C. = 25.55
INV. = 19.50 (N)
INV. = 19.40 (S)

MH 115-19
SHALLOW MANHOLE
STA. 18+80.21
T.C. = 25.56
INV. = 21.30 (E)

MH 115-18
SHALLOW MANHOLE
STA. 17+47.49
T.C. = 26.11
INV. = 20.75 (W)
INV. = 20.65 (E)

MH 115-17
STA. 16+27.44
T.C. = 26.09
INV. = 20.15 (W)
INV. = 20.05 (SE)

MH 115-16
STA. 14+65.46
T.C. = 25.58
INV. = 19.15 (NW)
INV. = 19.05 (SE)

MH 115-15
STA. 13+18.74
T.C. = 26.15
INV. = 18.45 (NW)
INV. = 18.35 (S)

MH 115-14
STA. 11+95.66
T.C. = 26.50
INV. = 17.85 (N)
INV. = 17.85 (E)
INV. = 17.75 (S)

MH 115-13
STA. 36+45.49
T.C. = 26.01
INV. = 16.65 (N)
INV. = 16.55 (S)

119 LF- 8" SDR-26 PVC @ 0.42%

132 LF- 8" SDR-26 PVC @ 0.42%

141 LF- 8" SDR-26 PVC @ 0.42%

112 LF- 8" SDR-26 PVC @ 0.40%

128 LF- 8" SDR-26 PVC @ 0.43%

400 LF- 8" SDR-26 PVC @ 0.40%

160 LF- 8" SDR-26 PVC @ 0.56%

146 LF- 8" SDR-26 PVC @ 0.41%

122 LF- 8" SDR-26 PVC @ 0.41%

269 LF- 8" SDR-26 PVC @ 0.41%

191 LF- 8" SDR-26 PVC @ 0.52%

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED WATER SERVICE (TYP)

PROPOSED SANITARY SEWER SERVICE (TYP)

PROPOSED 8" G.V.

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 8" C-900 PVC WATERMAIN

PROPOSED 8" TEE W/ (2)-8" G.V.

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

10' UTILITY EASEMENT (TYP)

15' UTILITY EASEMENT (TYP)

MOON SHELL CIRCLE

MATCHLINE - SEE SHEET C33

MATCHLINE - SEE SHEET C34

0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.

KEY MAP
C32 C33
C34 C35
C36 C37 C38
C39 C40 C41
C42 C43 C44

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL SUBMITTAL TO CITY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=ZEV COHEN & ASSOCIATES, INC., ou=Civil Engineer, email=melia@zevcohen.com, c=US
Location: Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Reason: I am the author of this document
Date: 2024.09.04 12:56:23-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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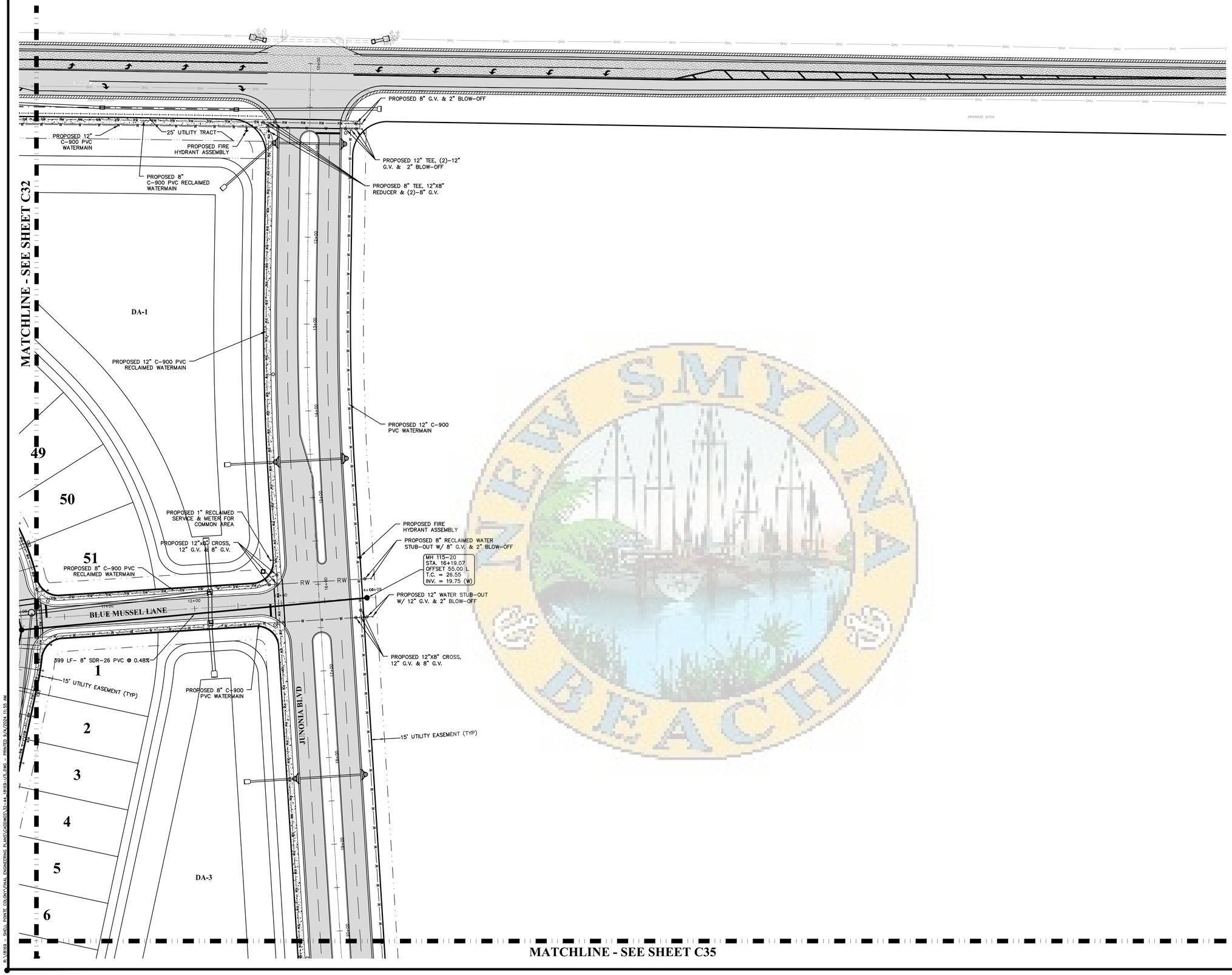
SHEET: C32 OF 76

R:\18169 - SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CAD\32-44_18169-UTL.DWG -- PRINTED 9/4/2024 11:55 AM



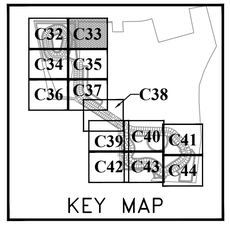
0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY. 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-25-23	SKK	FINAL APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., CN=Melia L Russell
Reason: I am the author of this document
Location: your signing location here
Date: 2024.09.04 11:58:59-04'00'
Adobe Acrobat Version: 24.001.20604
This item has been electronically signed and authenticated by Melia L. Russell, P.E. using a Seal.
Date: 2024.09.04 11:58:59-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C33 OF 76

CITY OF NEW SMYRNA BEACH

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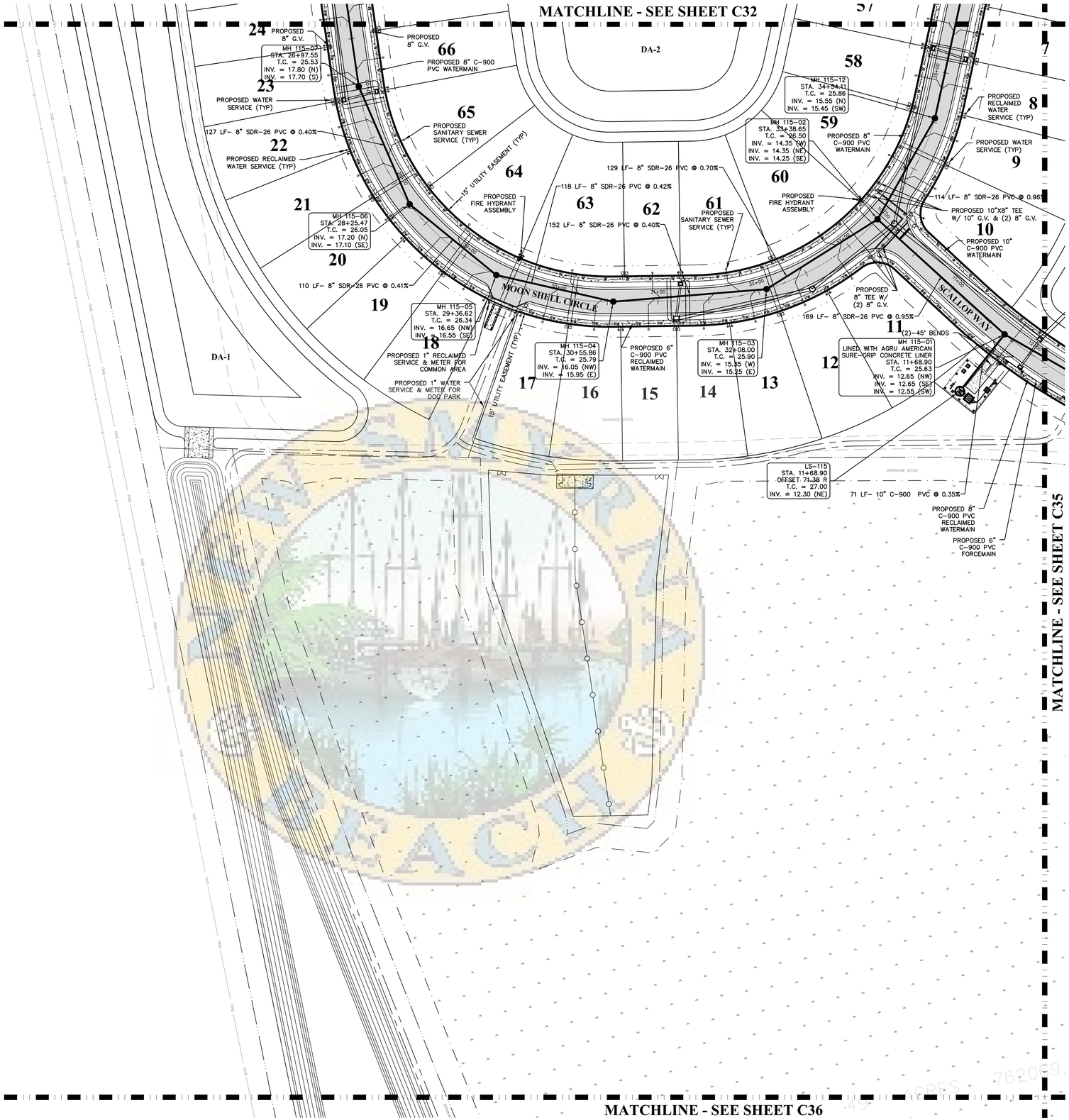
MATCHLINE - SEE SHEET C32

MATCHLINE - SEE SHEET C35

MATCHLINE - SEE SHEET C36



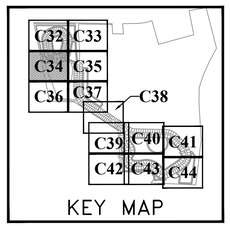
0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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9	08-30-23	MLR	REVISED PER FPL COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C34 OF 76

R:\18169 - SHELL POINTE CO\CIVIL ENGINEERING PLANS\CAD\PDFS\32-44_18169-UTL.DWG -- PRINTED: 9/4/2024, 11:55 AM

MATCHLINE - SEE SHEET C33

MATCHLINE - SEE SHEET C34

PROPOSED 12" G.V.

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 12" C-900 PVC WATERMAIN

DA-3

PROPOSED 10" C-900 PVC WATERMAIN

169 LF- 8" SDR-26 PVC @ 0.41%

MH 115-21
STA. 13+38.26
T.C. = 26.05
INV. = 13.45 (SE)
INV. = 13.35 (NW)

137 LF- 8" SDR-26 PVC @ 0.40%

131 LF- 8" SDR-26 PVC @ 0.42%

SCALLOP WAY

JUNONIA BLVD

MH 115-23
STA. 16+07.40
T.C. = 26.40
INV. = 14.75 (S)
INV. = 14.75 (E)
INV. = 14.65 (W)

PROPOSED 12"X10" CROSS W/ 12" G.V. & (2)-10" G.V.

CONTRACTOR TO INSTALL TEMPORARY BLOW-OFF ON PROPOSED 8" STUB FOR FUTURE CONNECTION

60 LF- 8" SDR-26 PVC @ 1.17%

MH 115-30
STA. 16+67.40
T.C. = 25.95
INV. = 15.45 (W)

PROPOSED 6" C-900 PVC FORCEMAIN

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

CONTRACTOR TO INSTALL 8" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 8" STUB FOR FUTURE CONNECTION

BORE HOLE P-1
GROUND EL=23.55

DRAINAGE DITCH

PROPOSED FIRE HYDRANT ASSEMBLY

MH 115-22
STA. 14+75.87
T.C. = 25.60
INV. = 14.10 (E)
INV. = 14.00 (NW)

85

PROPOSED 12"X8" CROSS W/ 12" G.V. & (2)-8" G.V.

319

PROPOSED WATER SERVICE (TYP)

86

318

PROPOSED 12" C-900 PVC WATERMAIN

87

400 LF- 8" SDR-26 PVC @ 0.40%

317

15' UTILITY EASEMENT (TYP)

88

15' UTILITY EASEMENT (TYP)

316

PROPOSED SANITARY SEWER SERVICE (TYP)

89

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

315

MH 115-24
STA. 28+42.20
T.C. = 26.40
INV. = 16.45 (S)
INV. = 16.35 (N)

90

PROPOSED 6" C-900 PVC FORCEMAIN

314

91

PROPOSED RECLAIMED WATER SERVICE (TYP)

313

PROPOSED FIRE HYDRANT ASSEMBLY

DA-4

92

312

PROPOSED 12" G.V.

PROPOSED 12" G.V.

93

400 LF- 8" SDR-26 PVC @ 0.40%

311

DRAINAGE DITCH

059.32-SQFT

MATCHLINE - SEE SHEET C37

0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
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2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.

C32 C33
C34 C35
C36 C37 C38
C39 C40 C41
C42 C43 C44

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREFS: 18169_BAS.DWG
XREFS: ----

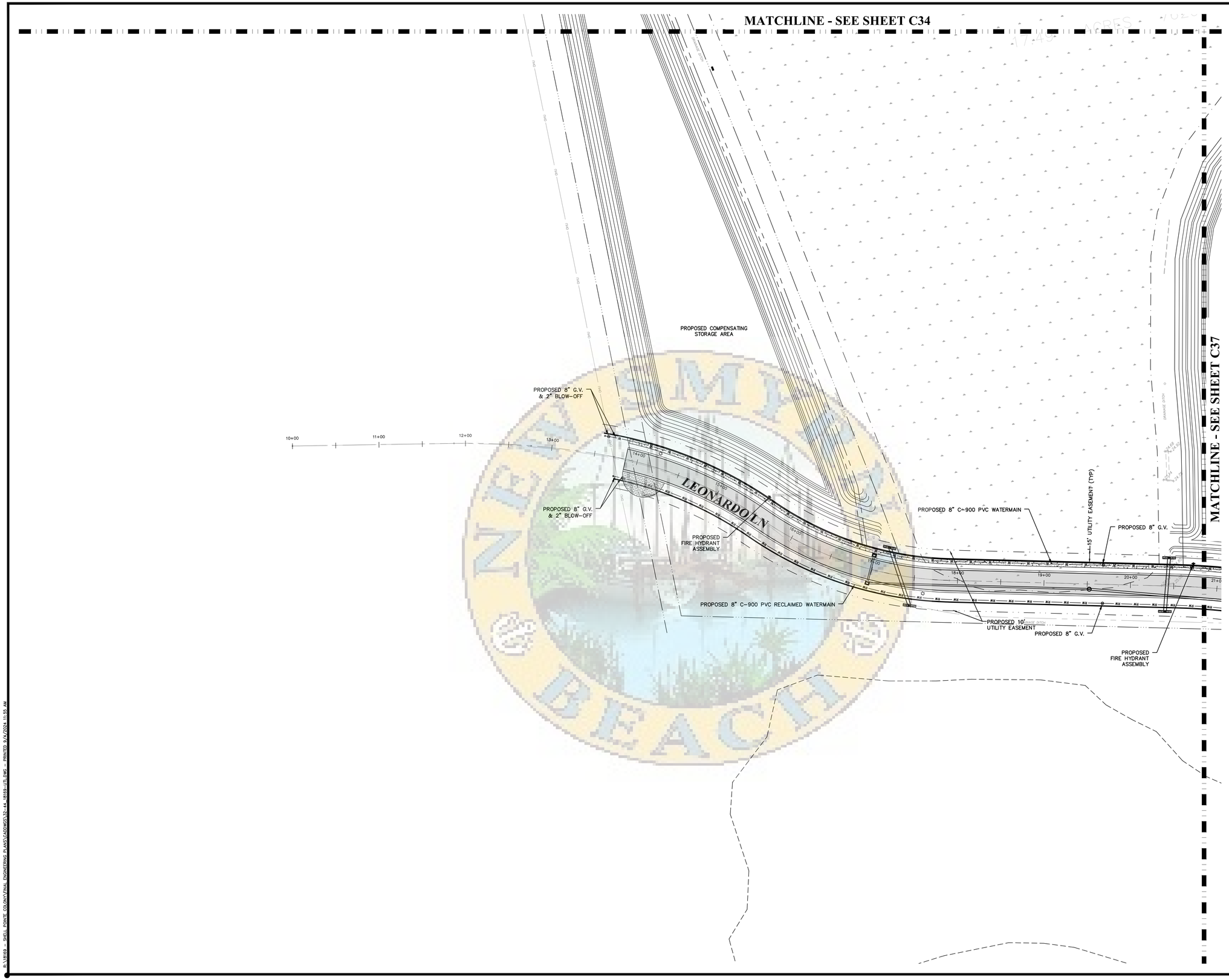
Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C35 OF 76

G:\18169 - SHELL POINT CO\CIVIL\FINAL ENGINEERING PLANS\CAD\DWGS\32-44_18169-UTL.DWG - PRINTED: 9/4/2024 11:59 AM



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

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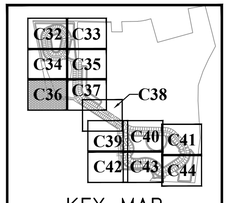

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-62)

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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C36 OF 76

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1887

MATCHLINE - SEE SHEET C35

MATCHLINE - SEE SHEET C36

MATCHLINE - SEE SHEET C38

PROPOSED COMPENSATING STORAGE AREA

DA-4

94

95
PROPOSED SANITARY SEWER SERVICE (TYP)

96
MH 115-25
STA. 32+42.20
T.C. = 26.21
INV. = 18.15 (S)
INV. = 18.05 (N)

97

98
PROPOSED RECLAIMED WATER SERVICE (TYP)

99
PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

100
PROPOSED 6" C-900 PVC FORCEMAIN

101
167 LF- 8" SDR-26 PVC @ 0.42%

102
PROPOSED 8" C-900 PVC WATERMAIN

103
PROPOSED 12"X8" TEE, 12" G.V. & 8" G.V.
194 LF- 8" SDR-26 PVC @ 0.41%

104
MH 115-28
SHALLOW MANHOLE
STA. 38+50.47
T.C. = 25.62
INV. = 20.95 (SE)
INV. = 20.85 (NW)

105

106

107
316 LF- 8" SDR-26 PVC @ 0.40%

108

109
MH 115-29
SHALLOW MANHOLE
STA. 41+66.79
T.C. = 26.67
INV. = 22.20 (NW)

110

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA
310

309
PROPOSED WATER SERVICE (TYP)

308

307
PROPOSED FIRE HYDRANT ASSEMBLY

244 LF- 8" SDR-26 PVC @ 0.41%

306

305
PROPOSED 12" C-900 PVC WATERMAIN

304

15' UTILITY EASEMENT (TYP)

PROPOSED 12"X8" TEE, 12" G.V. & 8" G.V.
303

MH 115-27
STA. 36+55.00
T.C. = 26.50
INV. = 20.05 (SE)
INV. = 19.95 (N)

302
PROPOSED FIRE HYDRANT ASSEMBLY

301

300
PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

299
PROPOSED SANITARY SEWER SERVICE (TYP)

298
PROPOSED WATER SERVICE (TYP)
PROPOSED 12" G.V.
PROPOSED FIRE HYDRANT ASSEMBLY

297

296

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 12" G.V.

15' UTILITY EASEMENT (TYP)

LEONARDO LN

JUNONIA BLVD

DRAINAGE DITCH

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
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NOTES:
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3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.

KEY MAP
C32 C33
C34 C35
C36 C37 C38
C39 C40 C41
C42 C43 C44

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

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			REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

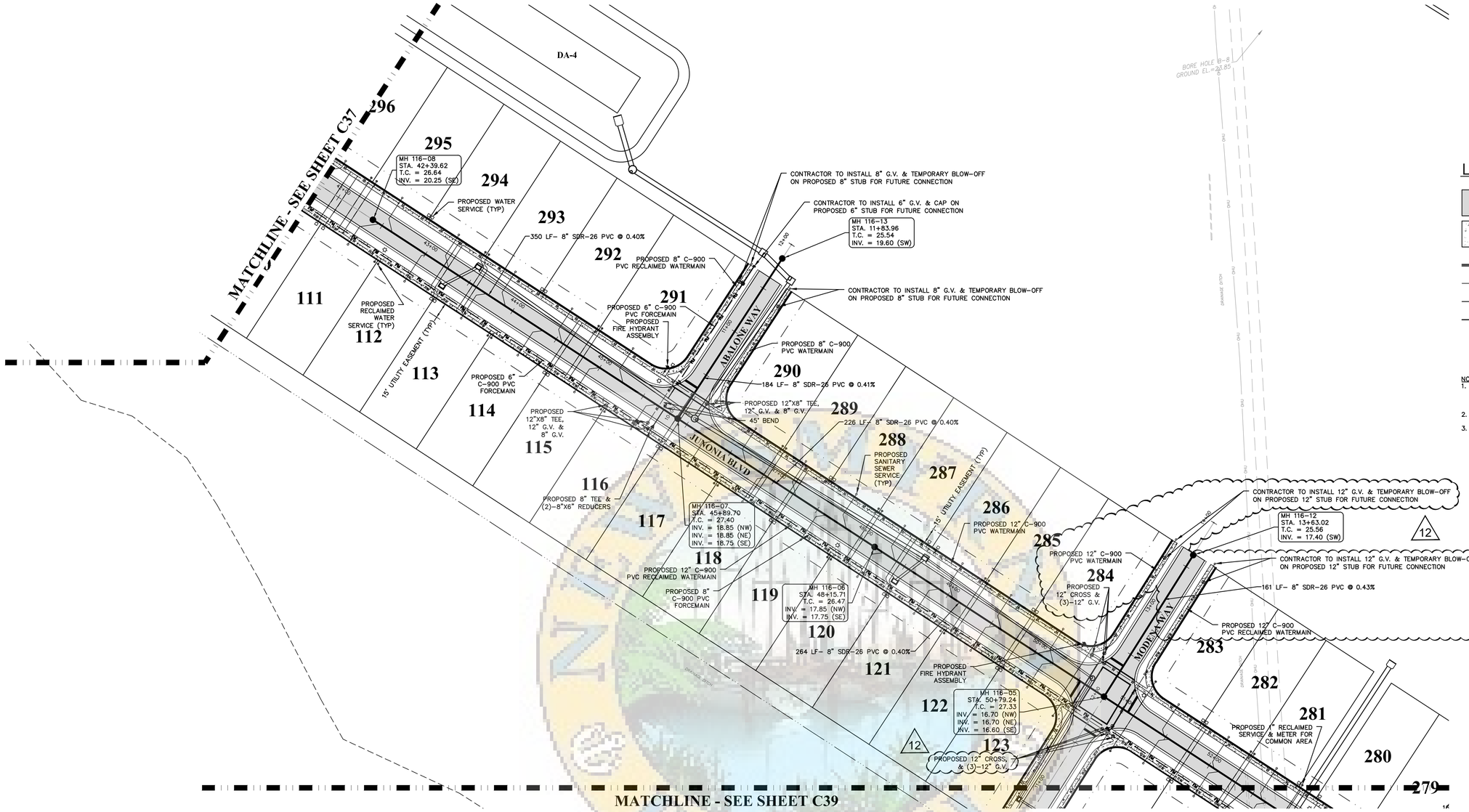
PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C37 OF 76

G:\18169 - SHELL POINT CO\CIVIL\FINAL ENGINEERING PLANS\CAD\ARDISIA\32-44_18169-UTL.DWG - PRINTED 9/4/2024 11:53 AM



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
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2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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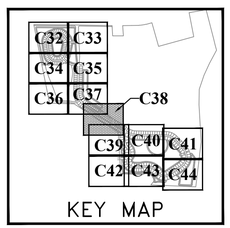
ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH



PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

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DRAWING FILE: 32-44_18169-UTL
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

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KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C38 OF 76

G:\18169 - SHELL POINT CO-OP\CIVIL ENGINEERING PLANS\CAD\SHEETS\32-44_18169-UTL.DWG - PRINTED 9/4/2024 4:29 PM

MATCHLINE - SEE SHEET C38

PROPOSED 12" C-900 PVC WATERMAIN

CONTRACTOR TO REMOVE EXISTING BLOW-OFF AND CONNECT TO EXISTING 8" WATERMAIN. INSTALL 12"X8" REDUCER & 12" G.V.

MODENA WAY

124
326 LF- 8" SDR-26 PVC @ 0.40%

125
PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

126
PROPOSED SANITARY SEWER SERVICE (TYP)

PROPOSED 8" C-900 PVC FORCEMAIN

127
192 LF- 8" SDR-26 PVC @ 0.42%

128

129

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

CONTRACTOR TO REMOVE EXISTING BLOW-OFF AND CONNECT TO EXISTING 4" RECLAIMED WATERMAIN. INSTALL 12"X4" REDUCER & 12" G.V.

12

CONTRACTOR TO INSTALL 10" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 10" STUB FOR FUTURE CONNECTION

279

PROPOSED 12" C-900 PVC WATERMAIN

150 LF- 8" SDR-26 PVC @ 0.50%

278

MH 116-04
STA. 54+04.83
T.C. = 25.63
INV. = 15.30 (NW)
INV. = 15.20 (SE)

277

CONTRACTOR TO INSTALL 6" G.V. & CAP ON PROPOSED 6" STUB FOR FUTURE CONNECTION

CONTRACTOR TO INSTALL 10" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 10" STUB FOR FUTURE CONNECTION

(2)-45° BENDS

(3)-30° BENDS

PROPOSED 10" C-900 RECLAIMED WATERMAIN

PROPOSED 6" C-900 PVC FORCEMAIN

PROPOSED 10" C-900 PVC WATERMAIN

30° BEND

PROPOSED 12" TEE, 12"X10" REDUCER, 12" G.V. & 10" G.V.

PROPOSED 12"X8" TEE, 12" G.V. & 8" G.V.

45° BEND

PROPOSED 12"X 8" TEE & 12"X 6" REDUCER

PROPOSED 6" FORCEMAIN

PROPOSED 12"X6" TEE

JUNONIA BLVD

PROPOSED 12" TEE, 12"X10" REDUCER, (2)-12" G.V. & 10" G.V.

PROPOSED 12"X8" TEE, 12" G.V. & 8" G.V.

130

131

MH 116-03
INSIDE DROP MANHOLE
STA. 55+96.87
T.C. = 26.65
INV. = 14.40 (NW)
INV. = 20.35 (SE)
INV. = 14.40 (NE)
INV. = 14.30 (S)

199 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

MH 116-02
STA. 21+68.09
T.C. = 25.67
INV. = 13.50 (N)
INV. = 13.40 (S)

212

PROPOSED 12" C-900 PVC WATERMAIN

132

15' UTILITY EASEMENT (TYP)

PROPOSED 12" C-900 PVC FORCEMAIN

133
182 LF- 8" SDR-26 PVC @ 0.41%

PROPOSED RECLAIMED WATER SERVICE (TYP)

134

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12"X6" TEE

135

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 12" C-900 PVC FORCEMAIN

136

PROPOSED WATER SERVICE (TYP)

137

138

139

140

141

142

143

144

145

MARACO BLVD

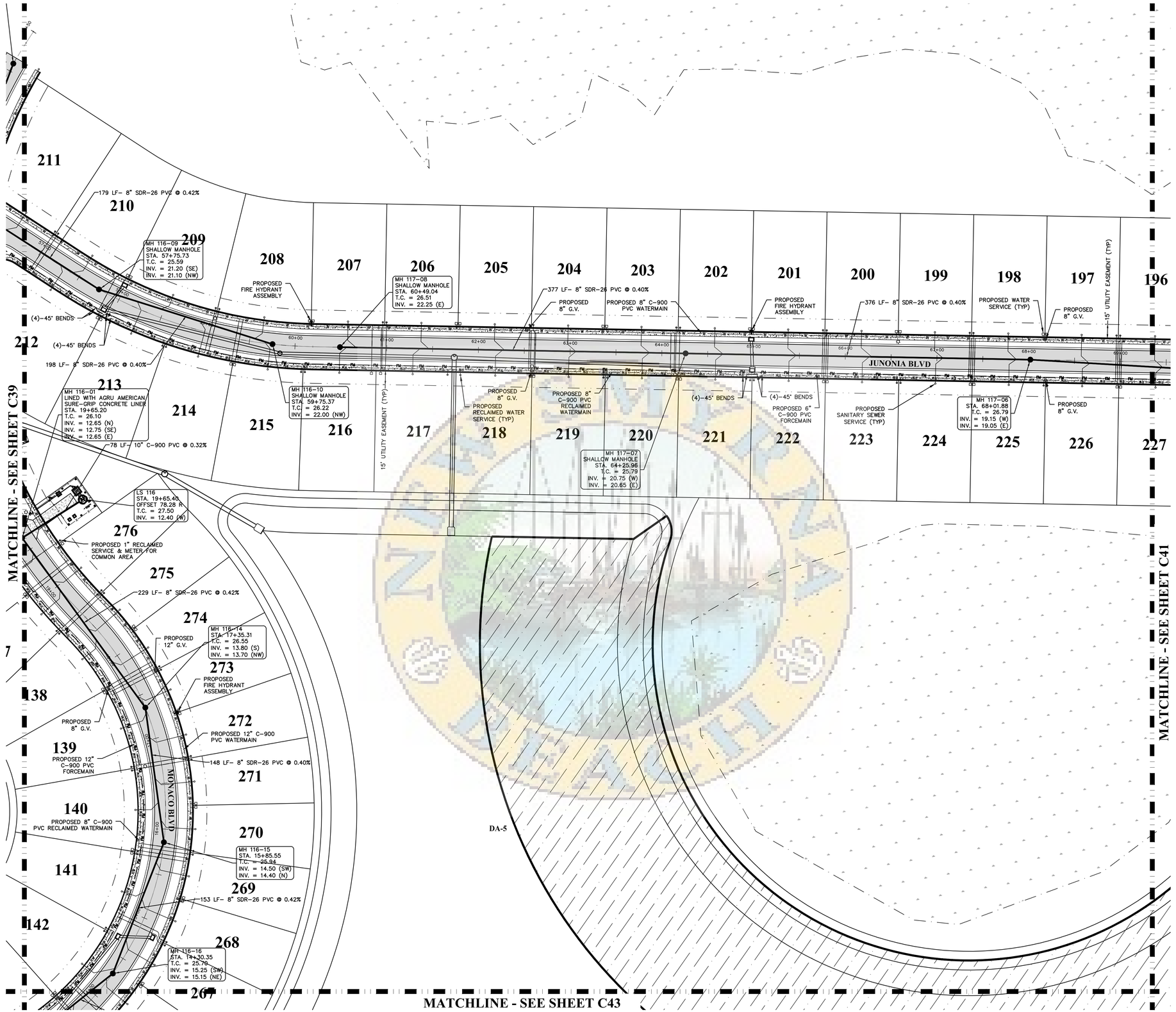
PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 30" BEND

PROPOSED 12" C-900 PVC WATERMAIN

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 12" C-900 PVC FORCEMAIN



LEGEND:

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- W — PROPOSED WATERMAIN
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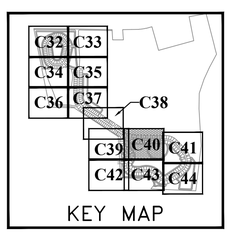
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWINGS BEACH, FL 32754
WWW.ZEVCOHEN.COM
(EB 6516)

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 32-44_18169-UTL
XREF'S: 18169_BAS.DWG
XREF'S: -----

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C40 OF 76

R:\18169 - SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CADD\SHEETS\32-44_18169-UTL.DWG - PRINTED 9/4/2024 11:56 AM

MATCHLINE - SEE SHEET C40

196 | 195 | 194 | 193 | 192 | 191 | 190 | 189 | 188 | 187 | 186 | 185 | 184 | 183 | 182 | 181 | 180

227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239

DA-5

DA-9

PROPOSED FIRE HYDRANT ASSEMBLY

327 LF- 8" SDR-26 PVC @ 0.40%

155 LF- 8" SDR-26 PVC @ 0.42%

MH 117-05
STA. 71+29.84
T.C. = 26.27
INV. = 17.75 (W)
INV. = 17.65 (SE)

PROPOSED WATER SERVICE (TYP)

(4)-45° BENDS

(4)-45° BENDS

MH 117-04
STA. 72+85.81
T.C. = 26.37
INV. = 17.00 (NW)
INV. = 16.90 (SE)

15' UTILITY EASEMENT (TYP)

PROPOSED 8" G.V.

PROPOSED FIRE HYDRANT ASSEMBLY

JUNONIA BLVD

270 LF- 8" SDR-26 PVC @ 0.41%

PROPOSED SANITARY SEWER SERVICE (TYP)

PROPOSED RECLAIMED WATER SERVICE (TYP)

MH 117-03
STA. 75+55.52
T.C. = 26.94
INV. = 15.80 (NW)
INV. = 15.70 (SE)

PROPOSED 8" C-900 PVC WATERMAIN

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

15' UTILITY EASEMENT (TYP)

346 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED 6" C-900 PVC FORCEMAIN

PROPOSED FIRE HYDRANT ASSEMBLY

MH 117-02
STA. 79+02.68
T.C. = 25.87
INV. = 14.30 (NW)
INV. = 14.20 (S)

64 LF- 8" SDR-26 PVC @ 0.47%

MH 117-01
LINED WITH AGRU AMERICAN SURE-GRIP CONCRETE LINER
STA. 79+67.06
T.C. = 26.14
INV. = 13.90 (S)
INV. = 13.90 (N)
INV. = 13.80 (W)

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

73 LF- 10" C-900 PVC @ 0.28%

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

PROPOSED 8" G.V.

(2)-45° BENDS

150 LF- 8" SDR-26 PVC @ 1.00%

PROPOSED 8" G.V.

LS 117
STA. 79+65.78
OFFSET 72.66 R
T.C. = 27.00
INV. = 13.60 (E)

MH 117-09
STA. 81+18.40
T.C. = 26.76
INV. = 15.50 (S)
INV. = 15.40 (N)

MATCHLINE - SEE SHEET C44

0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
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KEY MAP

C32 C33
C34 C35
C36 C37 C38
C39 C40 C41
C42 C43 C44

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ARDISIA PARK - PHASE 1 & 2
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UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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09/04/2024

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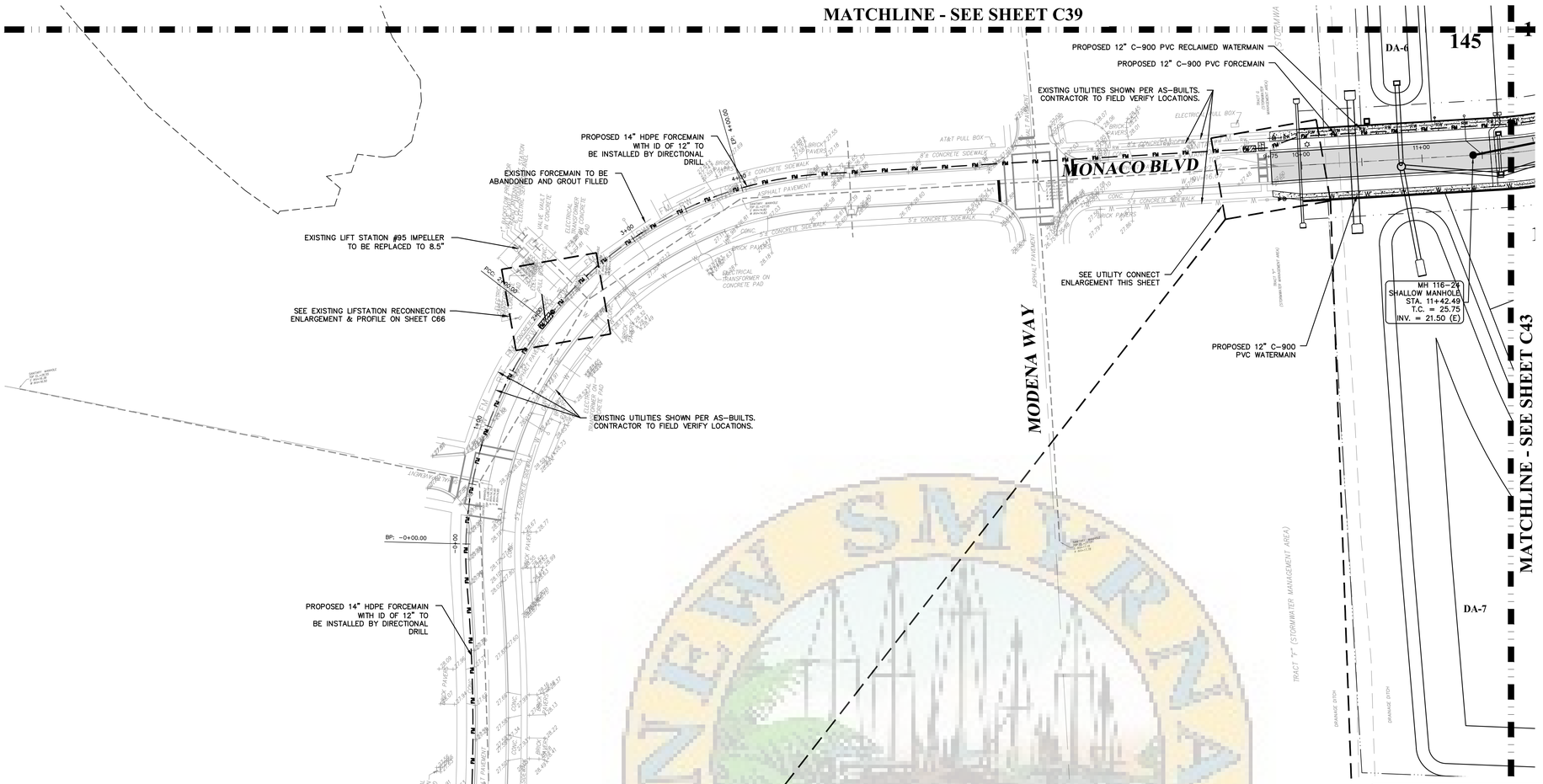

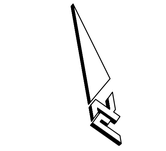

LEGEND:

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- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
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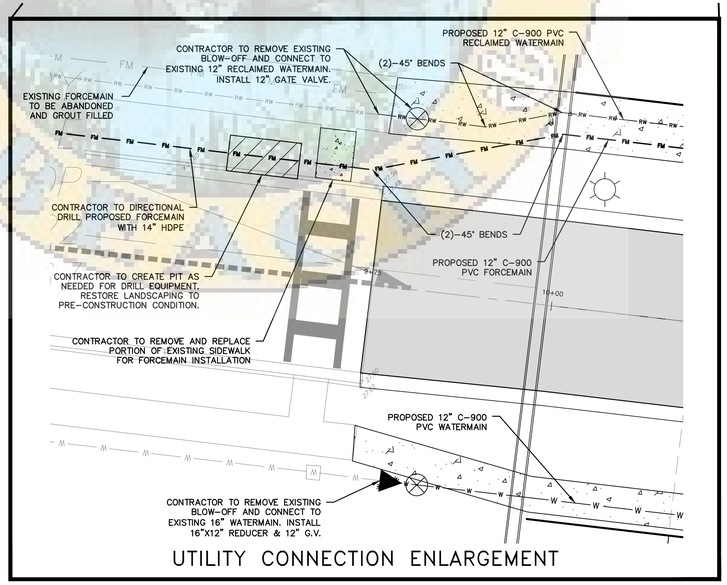
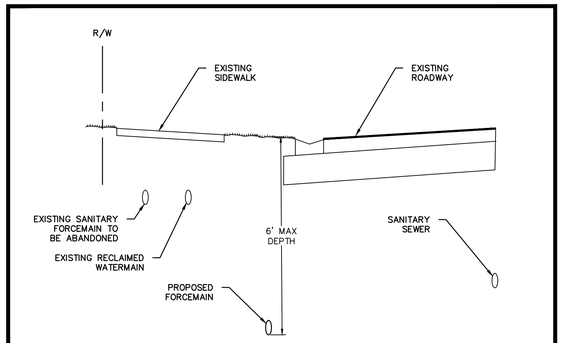
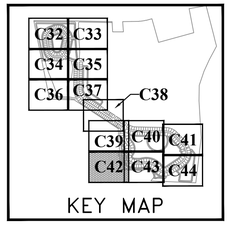
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT BACK OF SIDEWALK.
4. CONTRACTOR TO MAINTAIN DRIVEWAY ACCESS TO EXISTING RESIDENTIAL LOTS AT ALL TIMES.
5. ALL DISTURBED AREAS ARE TO BE REPLACED IN KIND OR BETTER.
6. CONTRACTOR TO PROVIDE PUMP TRUCK DURING EXISTING LIFTSTATION RECONNECTION.



UTILITY CONNECTION ENLARGEMENT



TYPICAL UTILITY CROSS-SECTION FOR PROPOSED FORCEMAIN



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ORMOND BEACH, FL 32174
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
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Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C42 OF 76

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MATCHLINE - SEE SHEET C40

MATCHLINE - SEE SHEET C42

MATCHLINE - SEE SHEET C44

INV. = 15.15 (NE)

144 267

PROPOSED 12"x8" TEE, 12" G.V. & 8" G.V.

MONACO BLVD

160 LF- 8" SDR-26 PVC @ 0.41%

266

PROPOSED 12" C-900 PVC WATERMAIN

PROPOSED FIRE HYDRANT ASSEMBLY

265

MH 116-17
DROP MANHOLE
STA. 12+68.93
T.C. = 26.40
INV. = 21.00 (W)
INV. = 16.00 (S)
INV. = 15.90 (NE)

264

PROPOSED 12"X8" TEE, 12" G.V. & 8" G.V.

146

126 LF- 8" SDR-26 PVC @ 0.40%

228 LF- 8" SDR-26 PVC @ 0.42%

263

147

PROPOSED WATER SERVICE (TYP)

MH 116-18
STA. 105+02.41
T.C. = 25.77
INV. = 17.05 (SE)
INV. = 16.95 (N)

262

MH 116-19
STA. 103+56.51
T.C. = 26.36
INV. = 17.75 (E)
INV. = 17.65 (NW)

148

261

260

259

258

257

256

255

254

253

DA-5

PROPOSED FIRE HYDRANT ASSEMBLY

149

144 LF- 8" SDR-26 PVC @ 0.42%

171 LF- 8" SDR-26 PVC @ 0.41%

PROPOSED 8" RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 8" G.V.

MH 116-21
STA. 98+40.61
T.C. = 26.40
INV. = 20.05 (SE)
INV. = 19.95 (W)

MH 116-22
SHALLOW MANHOLE
STA. 96+48.17
T.C. = 25.59
INV. = 20.95 (SE)
INV. = 20.85 (NW)

JUNONIA BLVD

10' UTILITY EASEMENT (TYP)

150

PROPOSED 8" C-900 PVC WATERMAIN

151

PROPOSED SANITARY SEWER SERVICE (TYP)

152

153

154

155

156

157

158

159

160

252

251

342 LF- 8" SDR-26 PVC @ 0.41%

PROPOSED FIRE HYDRANT ASSEMBLY

191 LF- 8" SDR-26 PVC @ 0.42%

MH 116-20
STA. 101+84.13
T.C. = 25.83
INV. = 18.55 (E)
INV. = 18.45 (W)

PROPOSED 8" G.V.

PROPOSED FIRE HYDRANT ASSEMBLY

161

201 LF- 8" SDR-26 PVC @ 0.40%

162

PROPOSED 8"X4" TEE, (2)-8" G.V. & 4" G.V.

250

PROPOSED 8" TEE & (3) - 8" G.V.

PROPOSED 1" RECLAIMED SERVICE & METER FOR COMMON AREA

163

MH 116-23
SHALLOW MANHOLE
STA. 94+45.38
T.C. = 26.22
INV. = 21.75 (NW)

MH 117-16
SHALLOW MANHOLE
STA. 93+60.49
T.C. = 26.56
INV. = 22.30 (SE)

164

161 LF- 8" SDR-26 PVC @ 0.40%

165

PROPOSED FIRE HYDRANT ASSEMBLY

166

PROPOSED 4" C-900 PVC RECLAIMED WATERMAIN

CONTRACTOR TO REMOVE EXISTING BLOW-OFF AND CONNECT TO 4" RECLAIMED WATERMAIN

PROPOSED 8" C-900 PVC WATERMAIN

CONTRACTOR TO REMOVE EXISTING BLOW-OFF AND CONNECT TO 8" WATERMAIN

DA-7

DA-8

0 25 50 75 100

SCALE : 1" = 50'

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KEY MAP

C32 C33
C34 C35
C36 C37 C38
C39 C40 C41
C42 C43 C44

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB-0516)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 32-44_18169-UTL
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XREFS: ----

Melia L Russell

09/04/2024

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KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C43 OF 76

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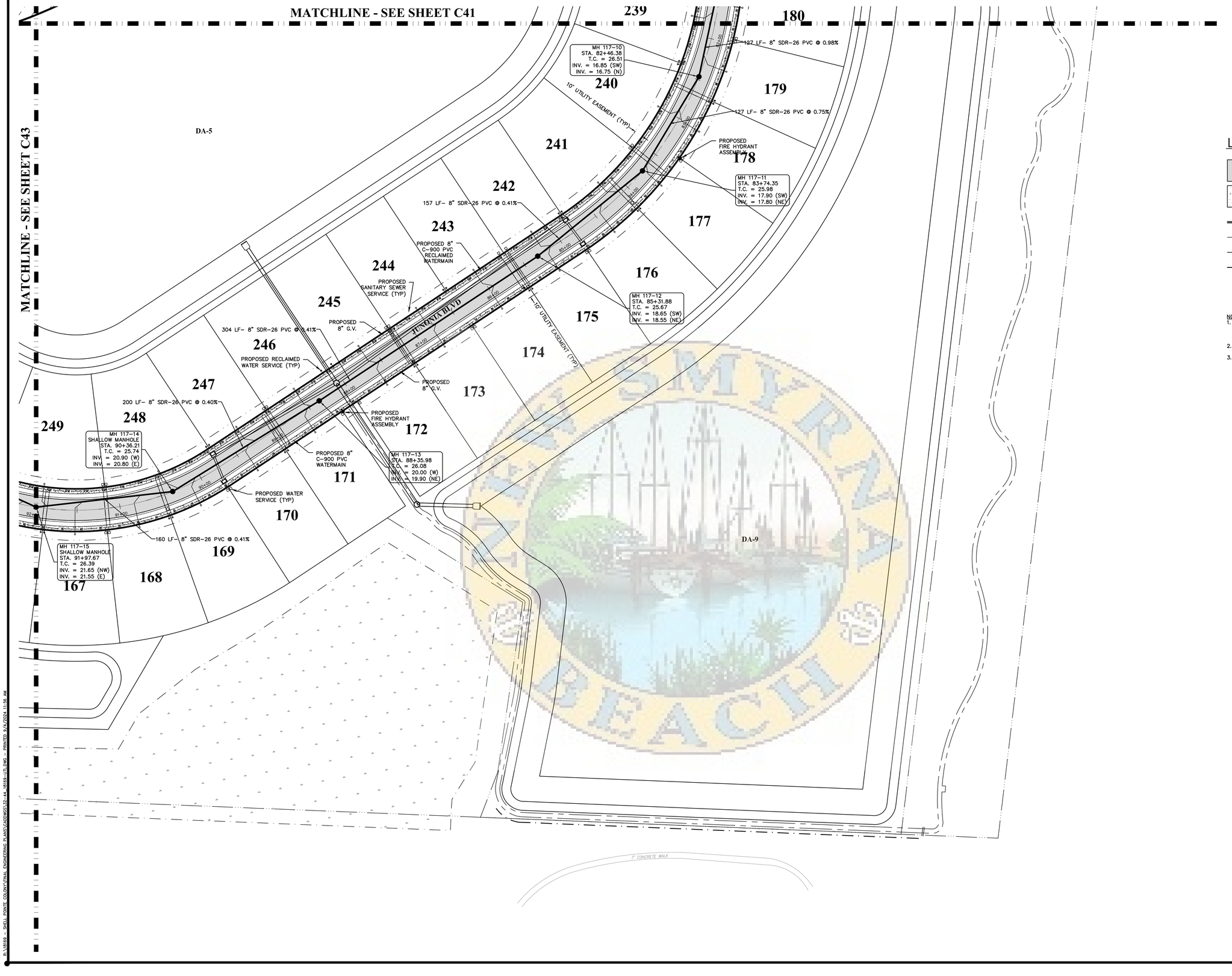

0 25 50 75 100

SCALE : 1" = 50'

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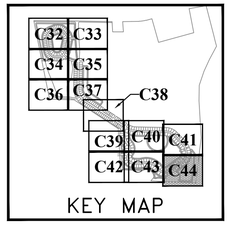

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | ENVIRONMENTAL | PLANNING | TRANSPORTATION

(LC-42) (EB-0516)

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DRAFTED BY: MLR

CHECKED BY: MKW

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XREFS: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=melia@zevcohen.com, O=Zev Cohen and Associates, C=US
Reason: I am the author of this document
Location: your signing location here
Date: 2024.09.04 11:47:39-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

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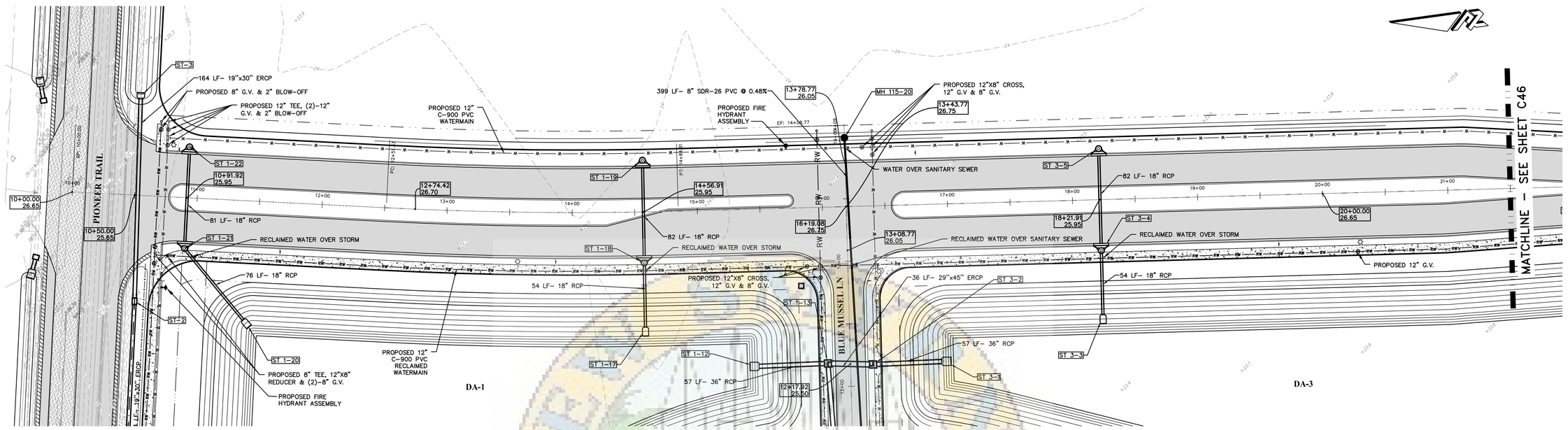
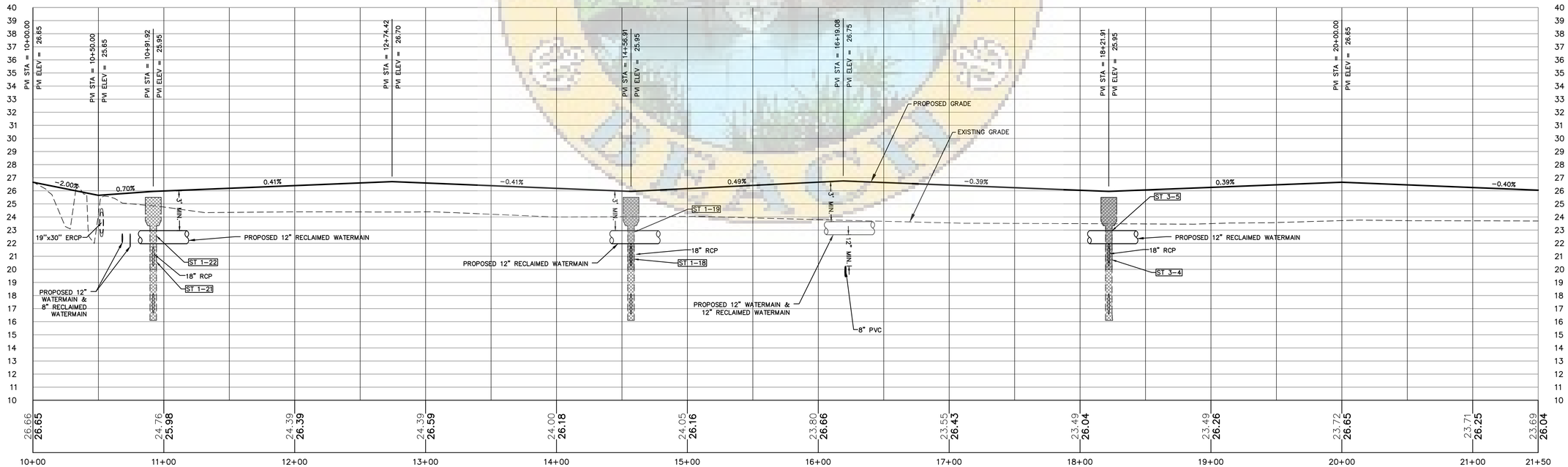


JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-25-23	MLR	FINAL / APPROVED PLANS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=Zev Cohen and Associates, ou=Civil, email=mrussell@zevcohen.com, c=US
Reason: I am the author of this document
Location: Florida
Date: 2024.09.04 11:57:07 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C45 OF 76

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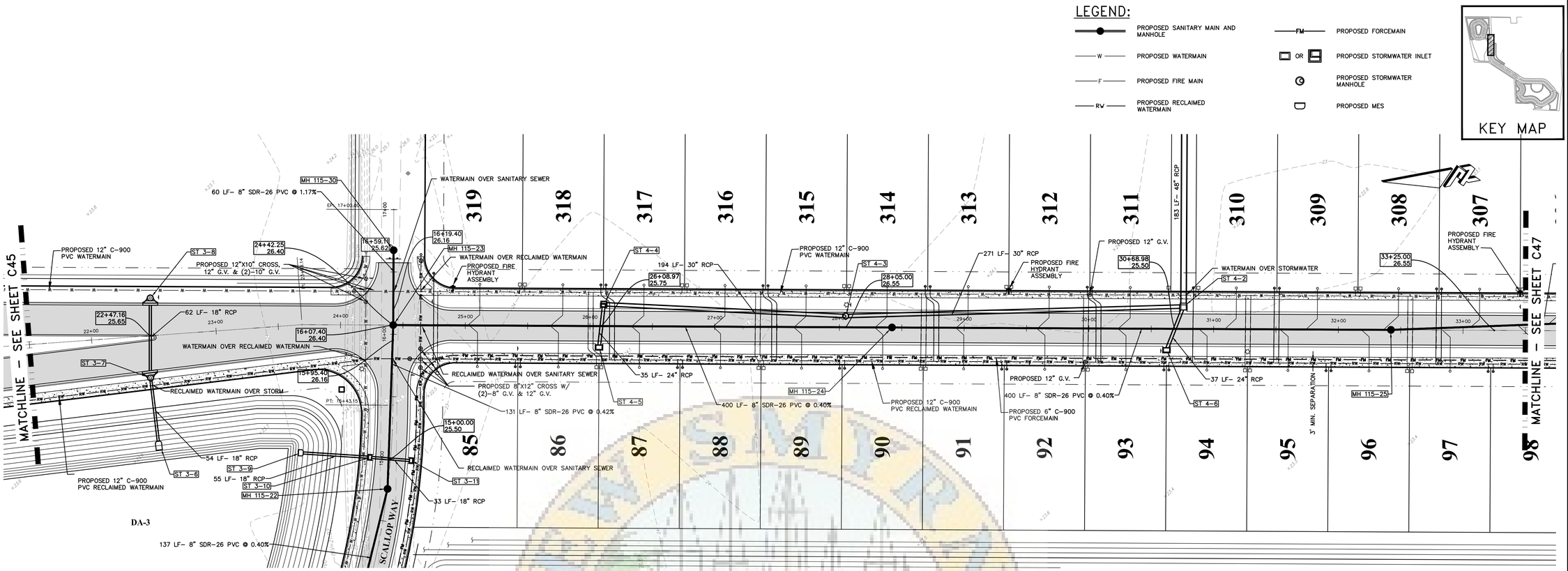
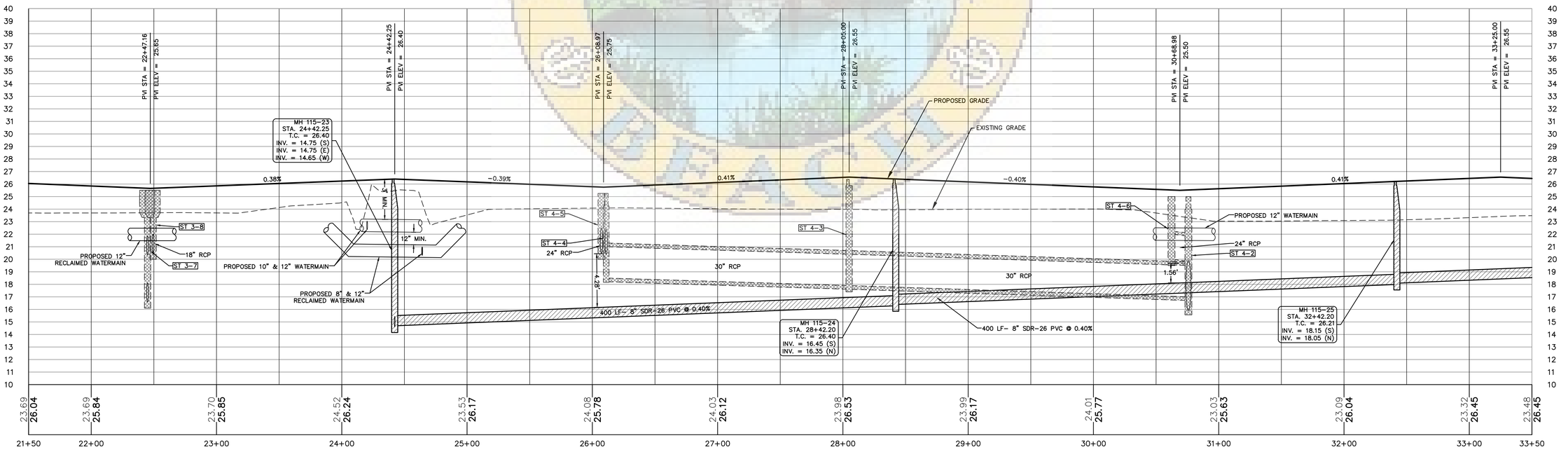


JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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9	08-30-23	MLR	FINAL SUBMITTAL TO COUNTY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

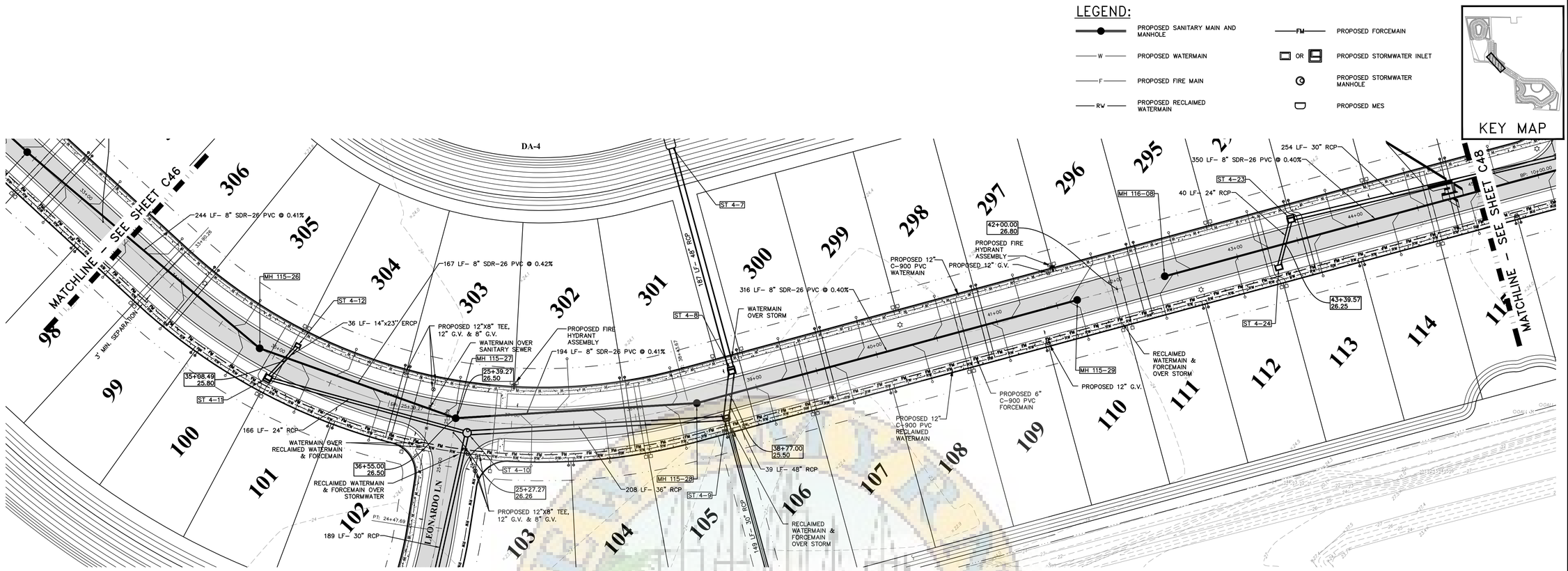
Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

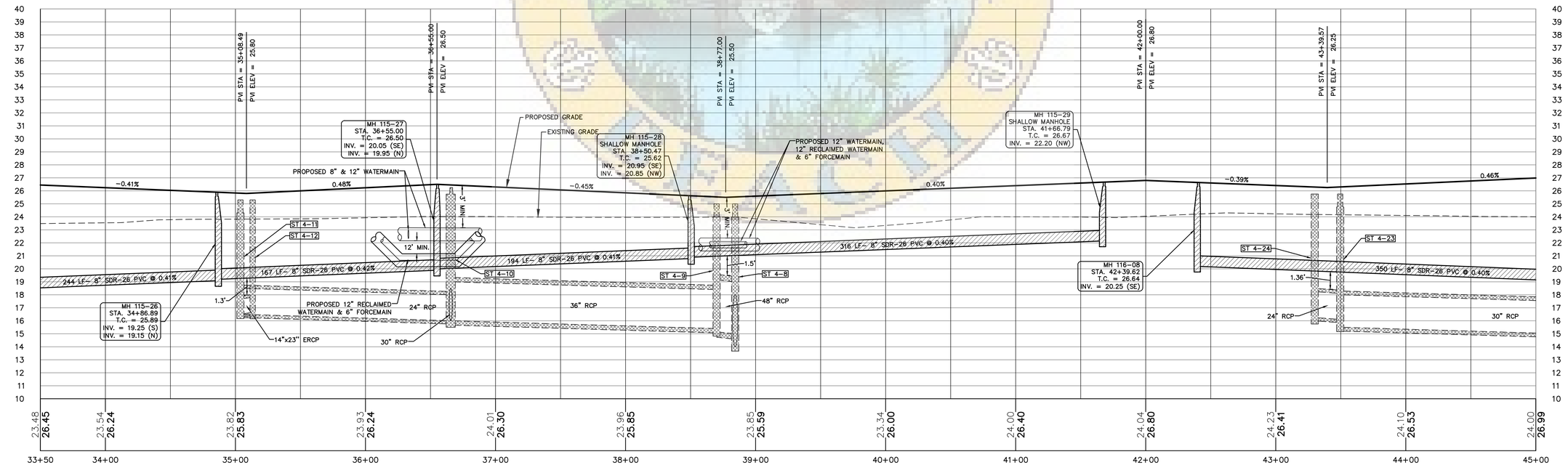
SHEET: C46 OF 76

G:\18169 – SHELL POINT, COLONY\FINAL ENGINEERING PLANS\DRAWINGS\45-64_18169-PP.DWG – PRINTED: 9/4/2024 11:58 AM



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #27)
(EB 8519)

NO	DATE	BY	SUBMITTALS / REVISIONS
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10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

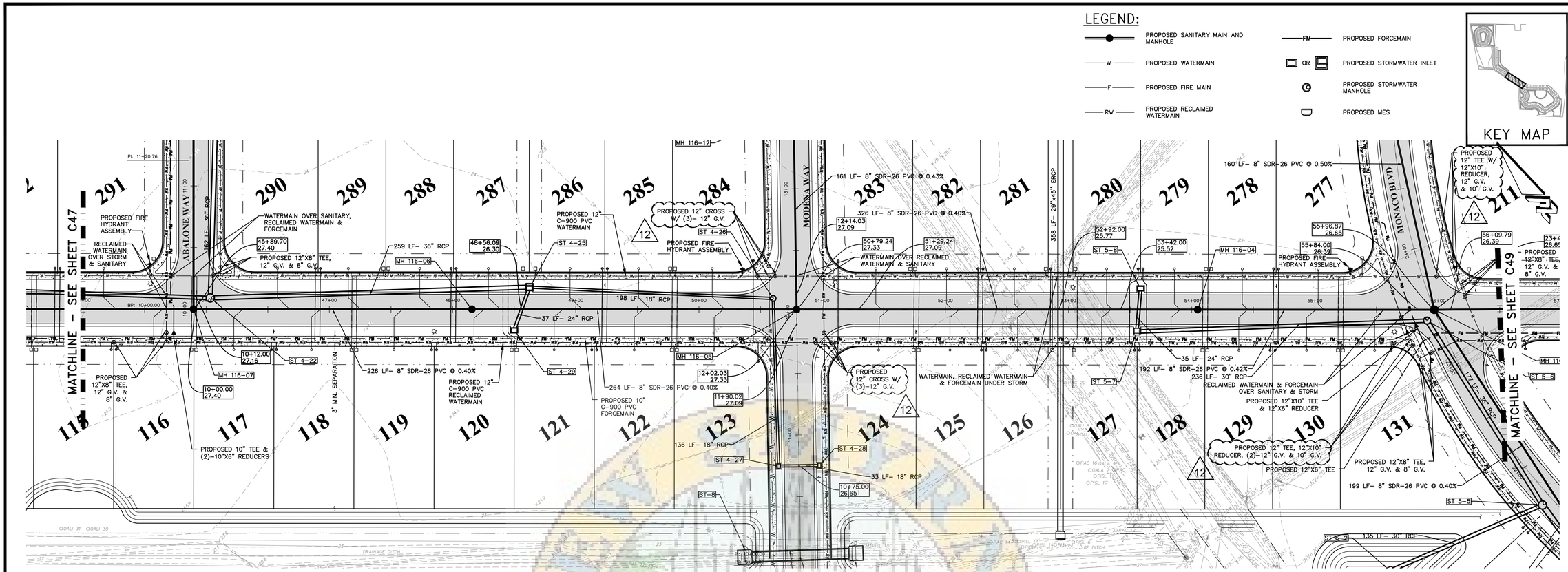
Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

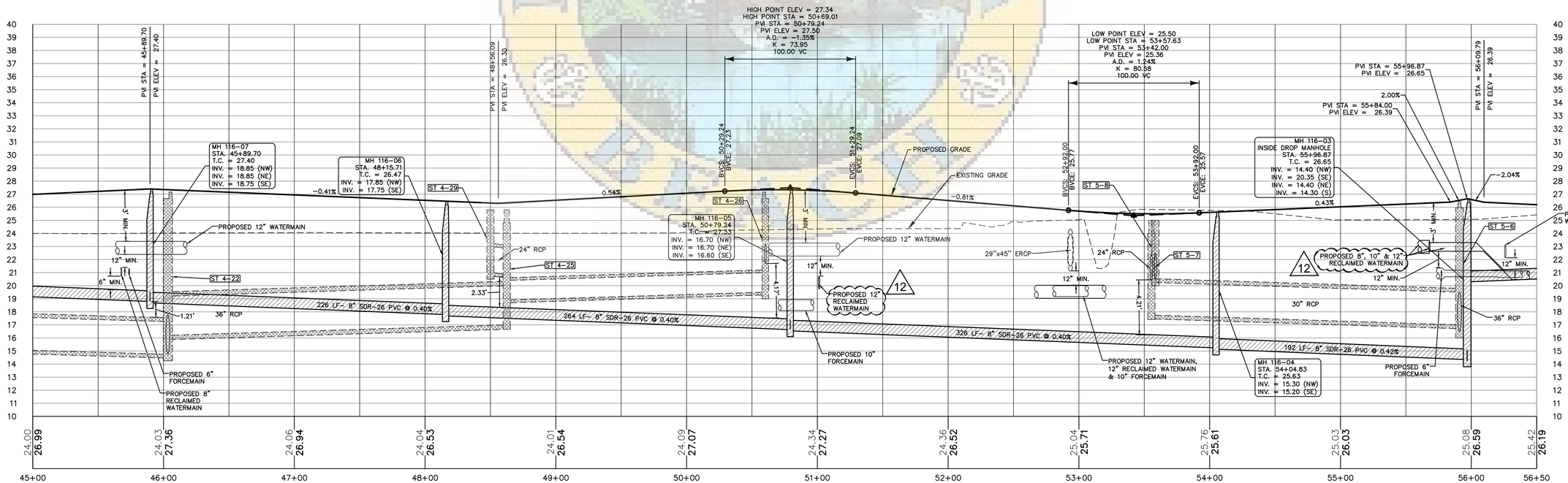
SHEET: C47 OF 76

S:\18169 - SHELL POINT COLONY\FINAL ENGINEERING PLANS\DRAWINGS\45-64_18169-PP.DWG - PRINTED: 9/4/2024 11:58 AM



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	REVISED PER CLIENT REQUEST
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

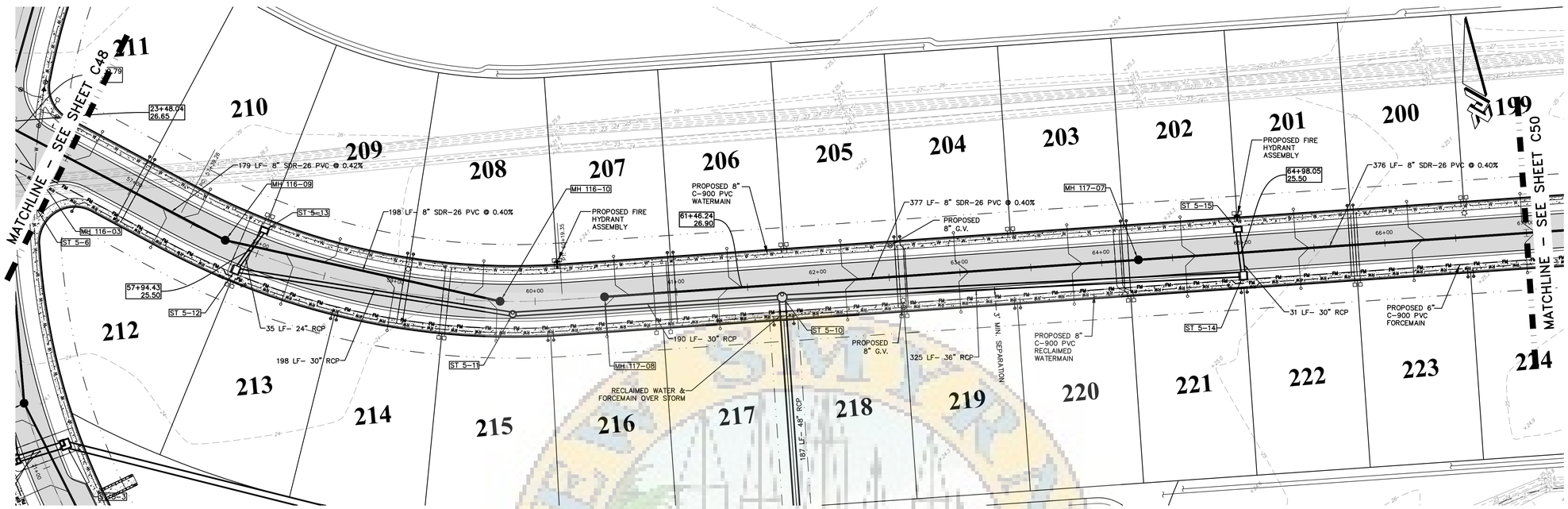
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C48 OF 76

S:\18169 – SHELL POINT CONJUNCTIVAL ENGINEERING PLANS\CADD\ES\45-64_18169-PP.DWG – PRINTED: 9/4/2024 11:59 AM

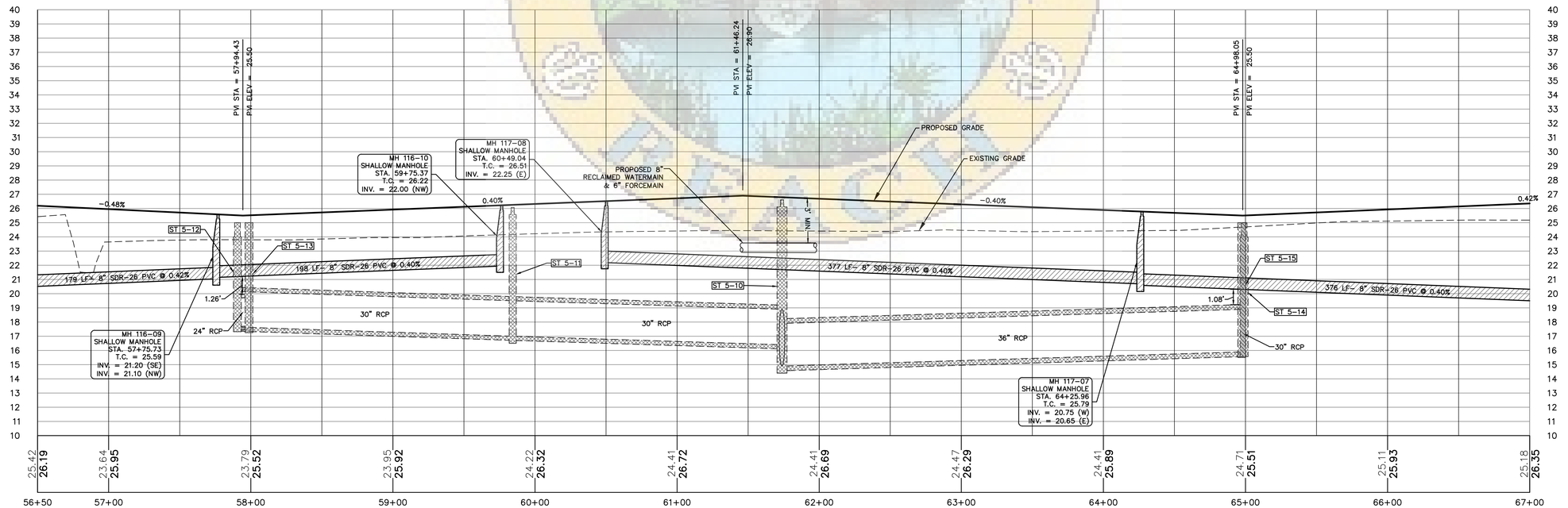
LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 8516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	REVISED PER PROJECT MANAGER
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, Inc, OU=Civil Engineering, CN=Melia L Russell
Reason: I am the author of this document
Location: Port Orange, Florida
Contact Info: The Author is not using a digital signature and is not a party to the authentication process
Date: 2024.09.04 10:57:42 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

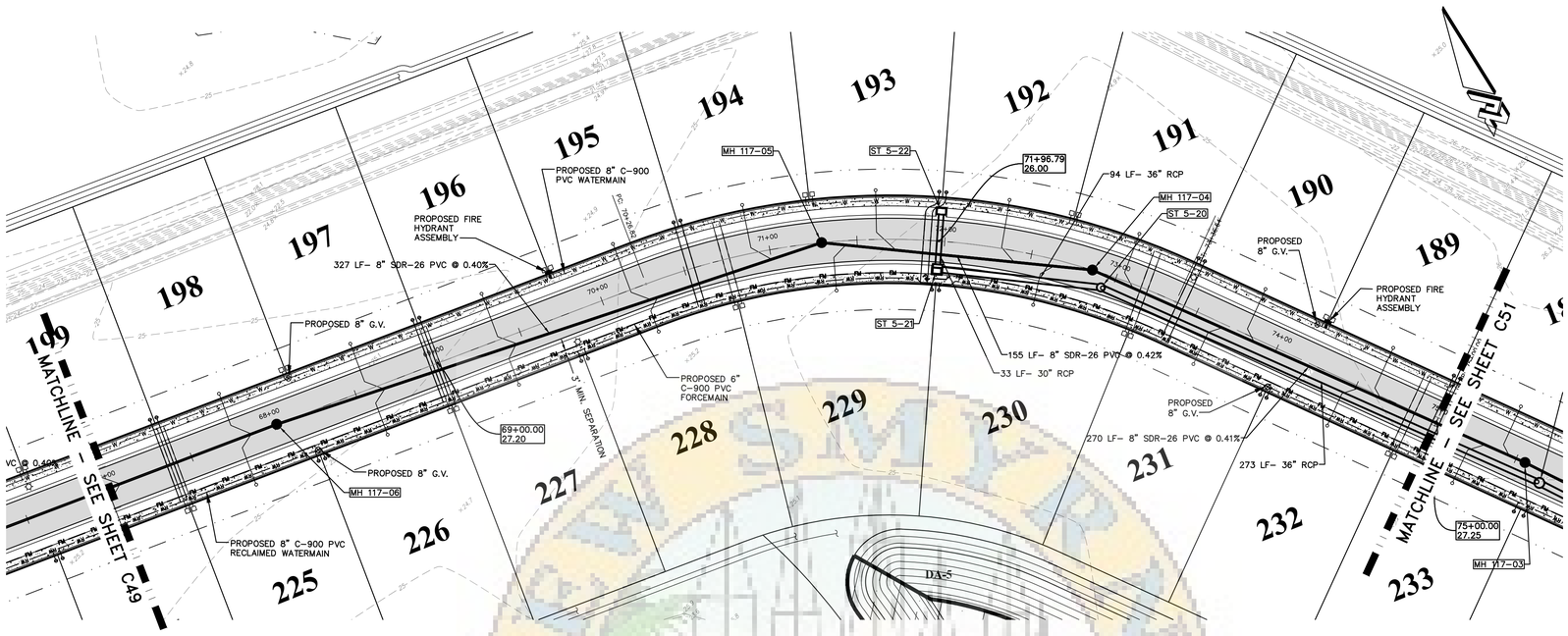
SHEET: C49 OF 76

G:\18169 - SHELL POINT COLONY\FINAL ENGINEERING PLANS\CADD\ES\45-64_18169-PP.DWG - PRINTED: 9/4/2024 11:59 AM

LEGEND:

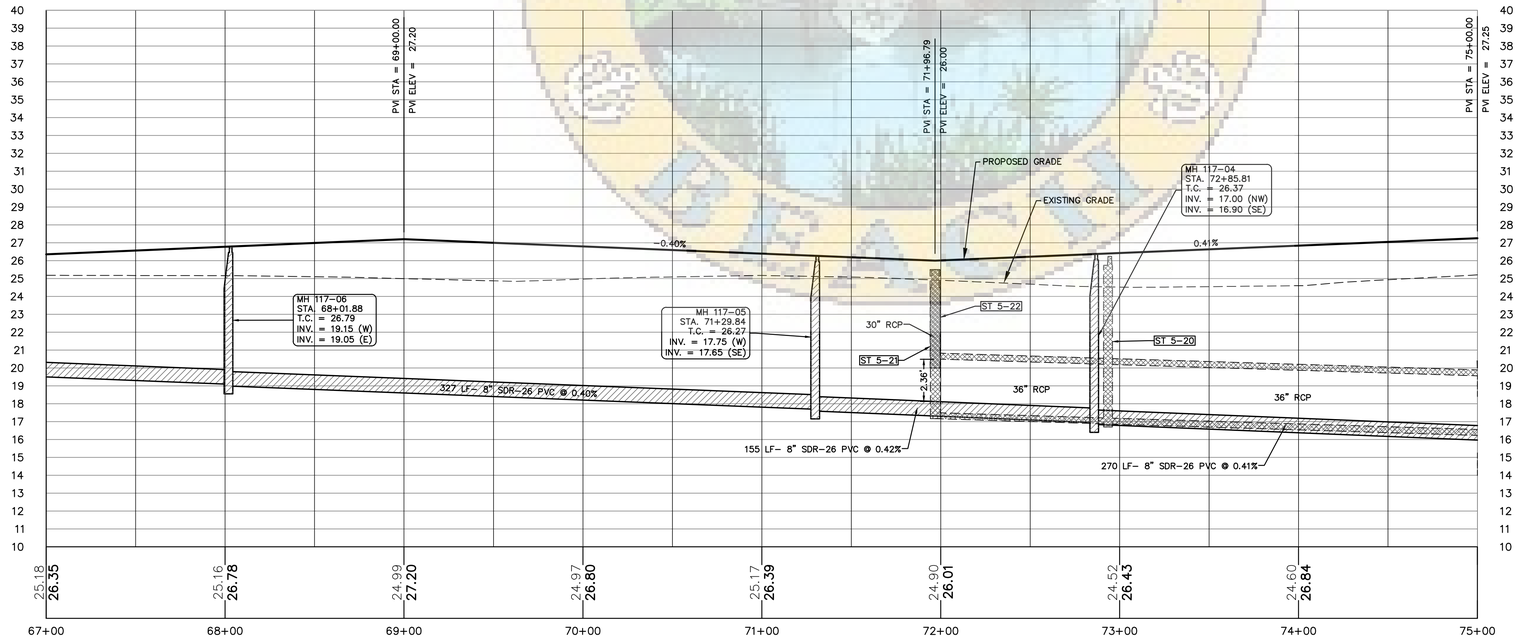
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

KEY MAP



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, Inc., CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Contact Info: The Author is electronically signed and locked. Unauthorized changes to this authorization invalid.
Date: 2024.09.04 11:47:45-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C50 OF 76

G:\18169 - SHELL POINT COLONY\FINAL ENGINEERING PLANS\DWGS\45-64_18169-PP.DWG - PRINTED: 9/4/2024 11:59 AM

LEGEND:

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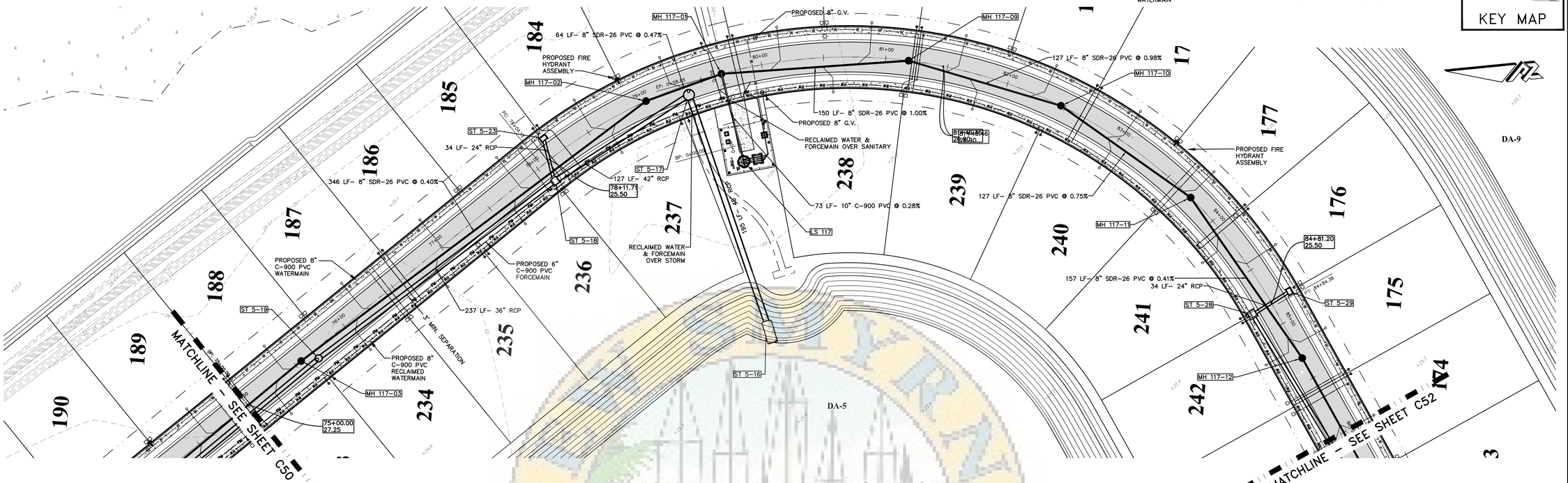
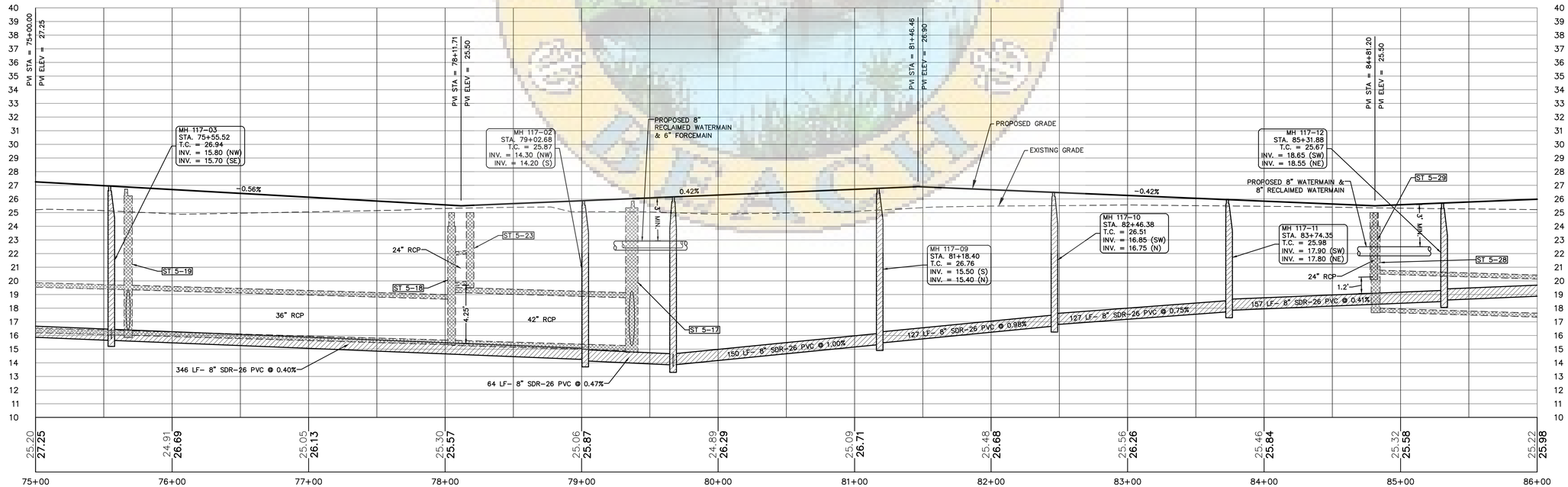
KEY MAP



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
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PLANNING
TRANSPORTATION
(LC-42)
(EB-6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
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XREFS: 18169_BAS.DWG
XREFS: ---

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C51 OF 76

R:\18169 - SHELL POINT CONVITAL ENGINEERING PLANS\CADD\XS\45-64_18169-PP.DWG - PRINTED 9/4/2024 1:29:20 PM

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
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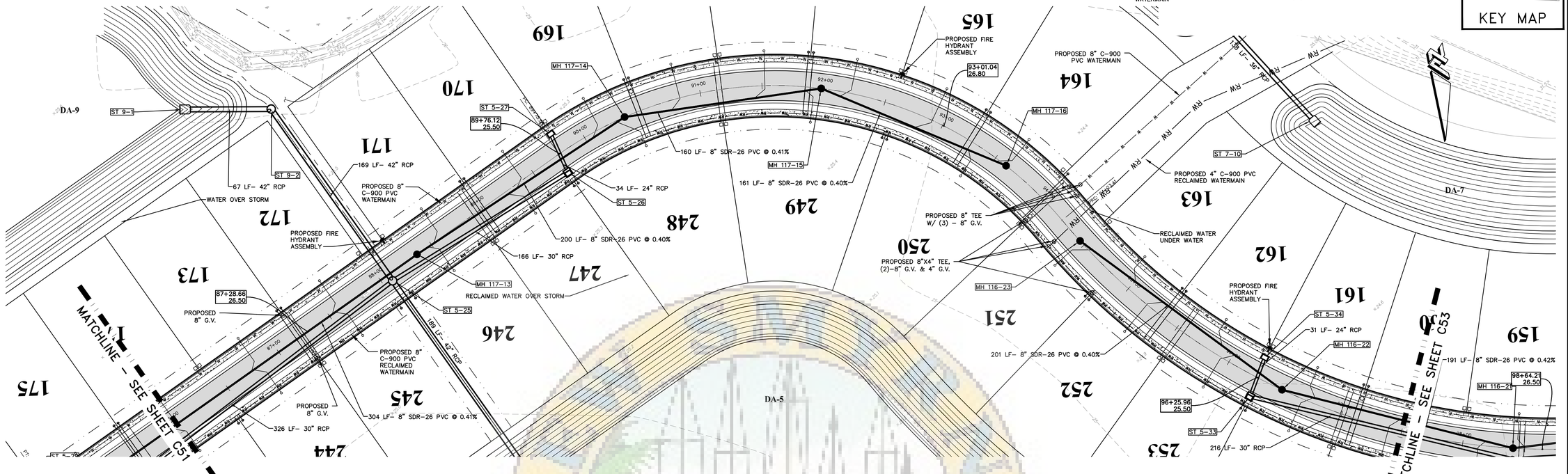
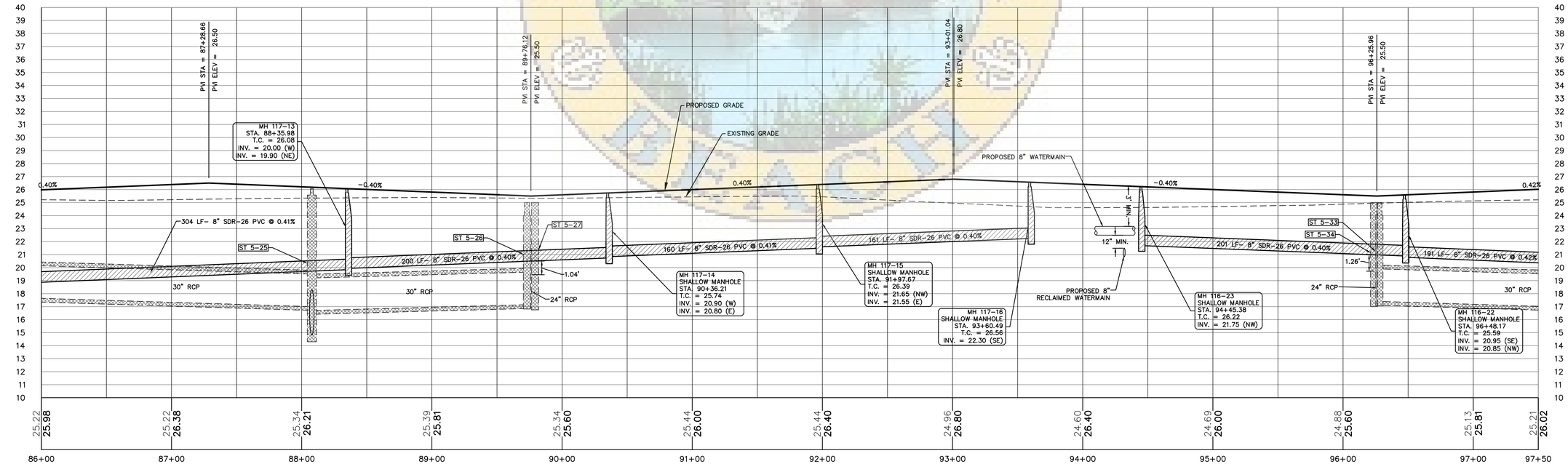
KEY MAP



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB #3519)

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13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
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CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C52 OF 76

G:\18169 - SHELL POINT - COUNTY\FINAL ENGINEERING PLANS\DRAWINGS\45-64_18169-PP.DWG - PRINTED: 9/4/2024 12:09 PM

LEGEND:

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- RW — PROPOSED RECLAIMED WATERMAIN
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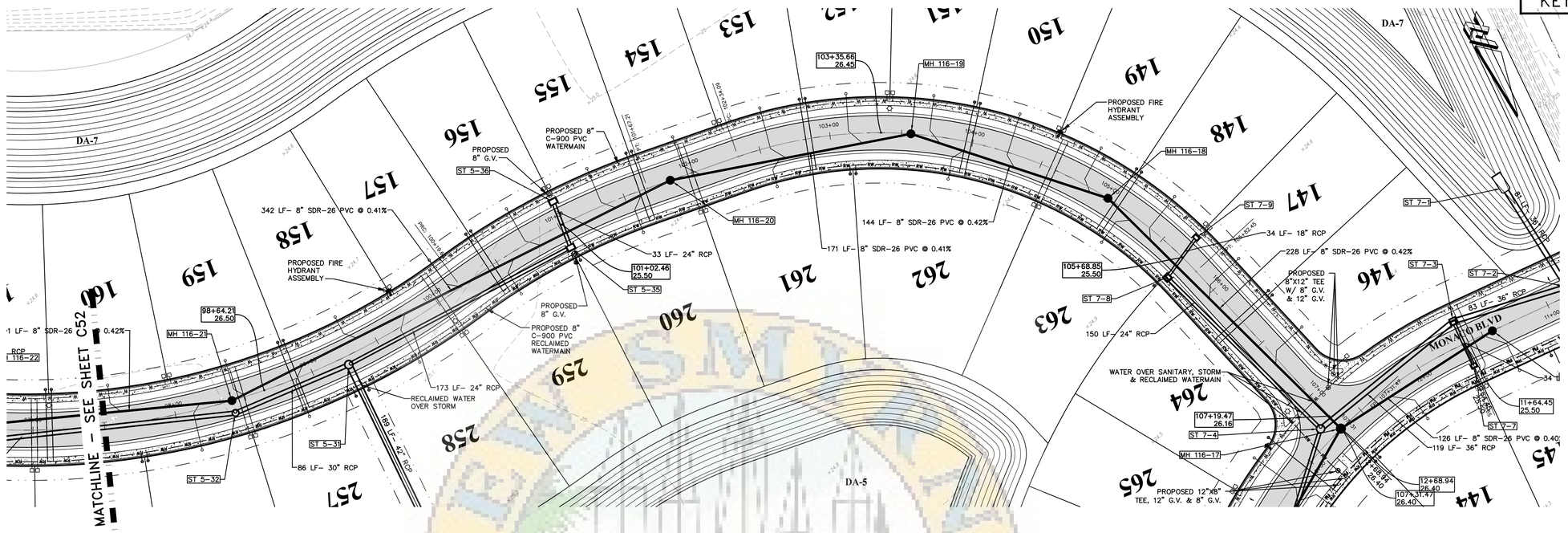
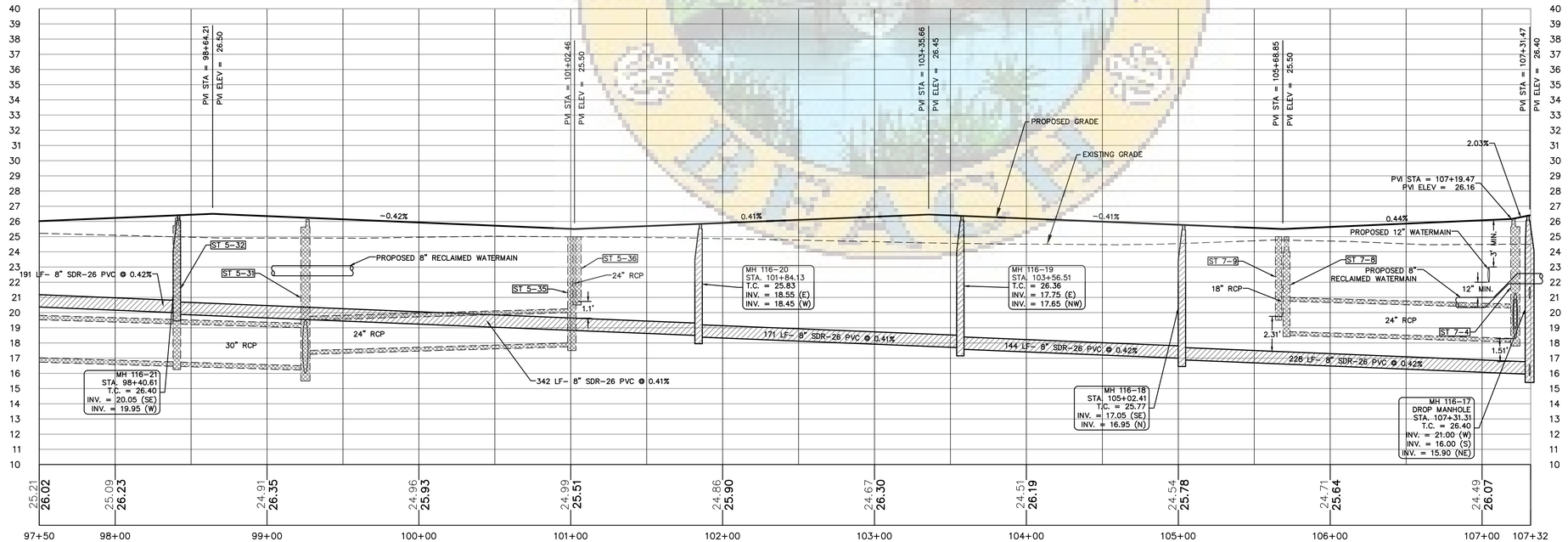
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

KEY MAP



JUNONIA BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-03-22	MLR	RESUBMITTED TO CITY
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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	REVISED PER PROJECT MANAGER
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=melia.russell@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., CN=Melia L Russell
Reason: I am the author of this document
Location: your email address, your mailing address, or your telephone number
Date: 2024.09.04 13:27:39-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C53 OF 76

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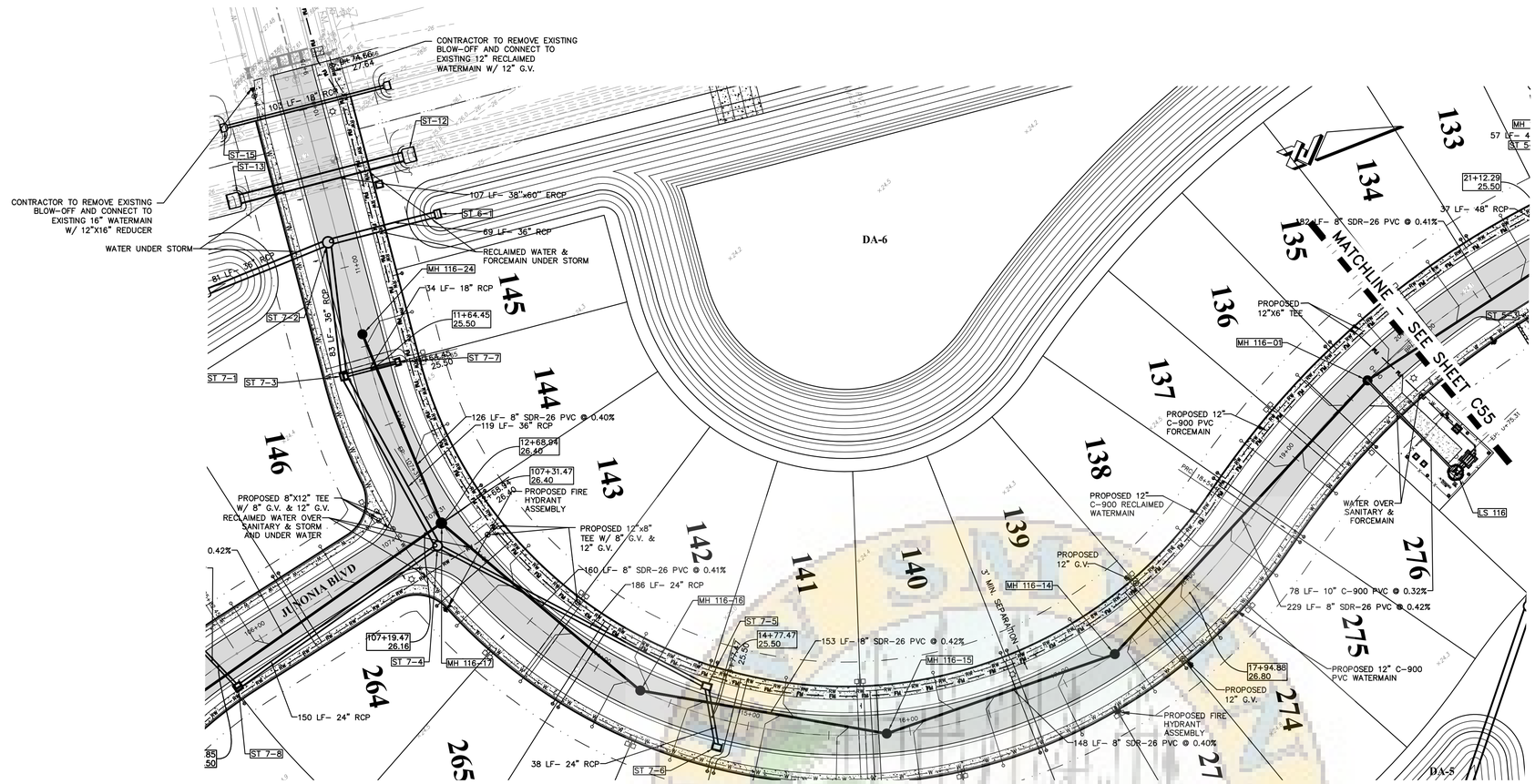
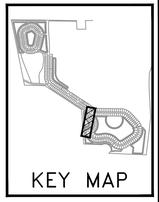


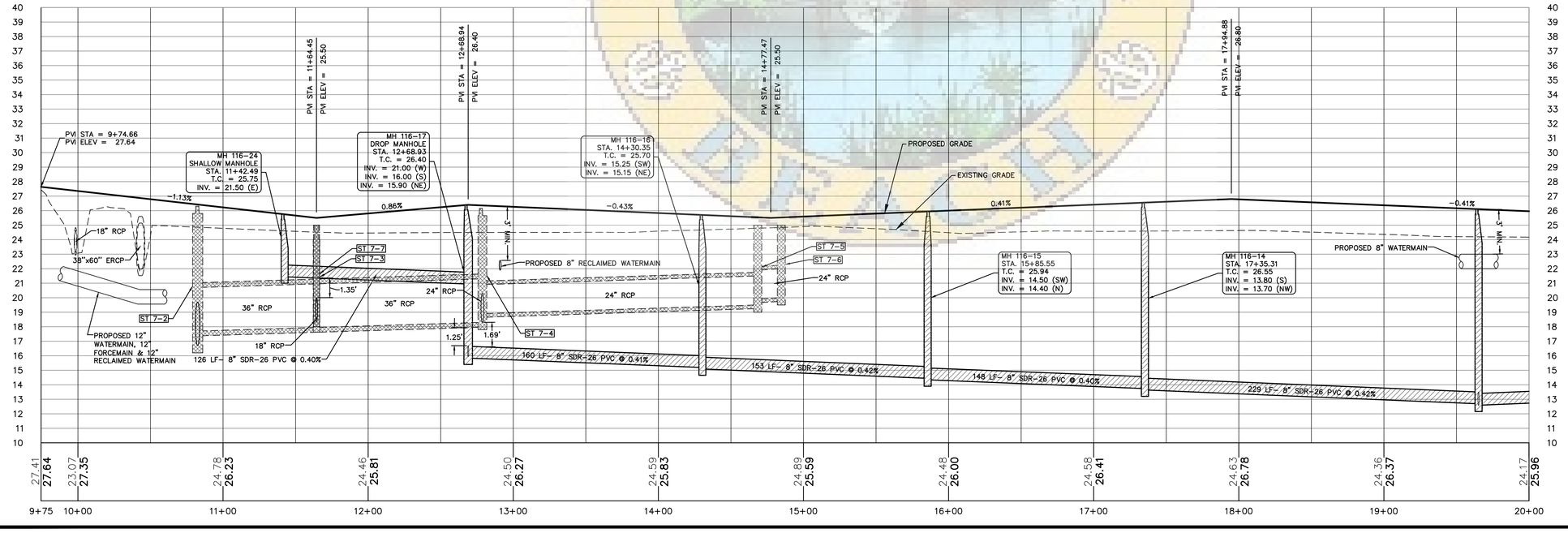


LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

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11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C54 OF 76

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LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
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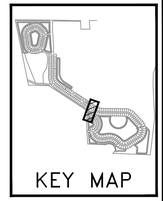
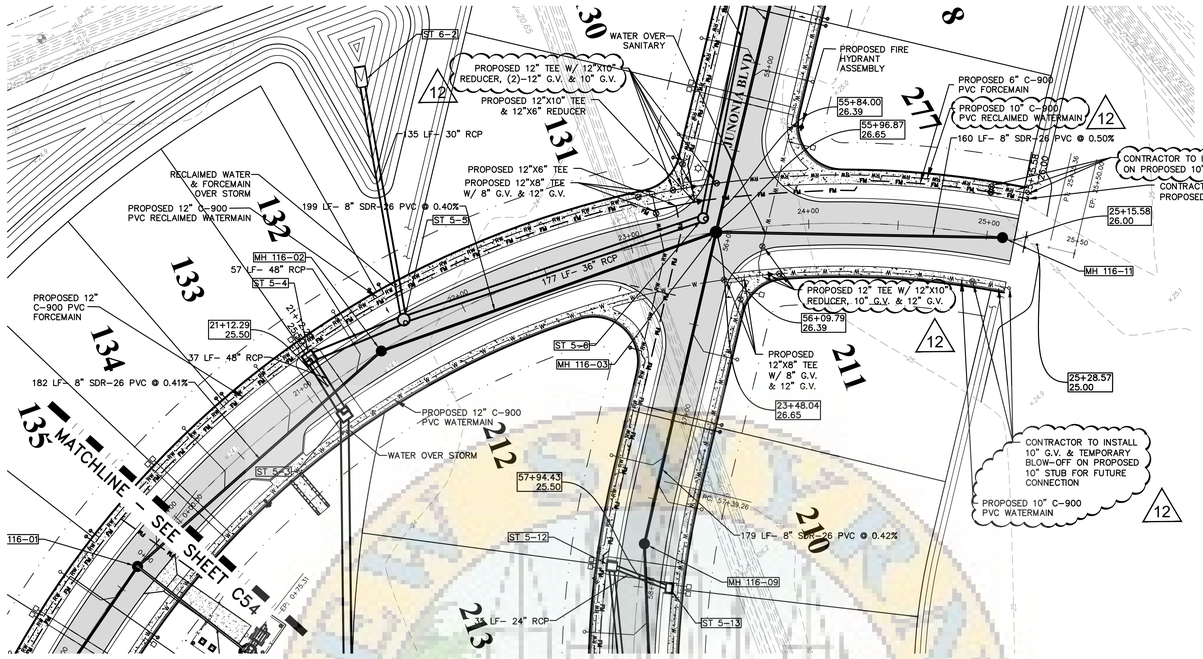
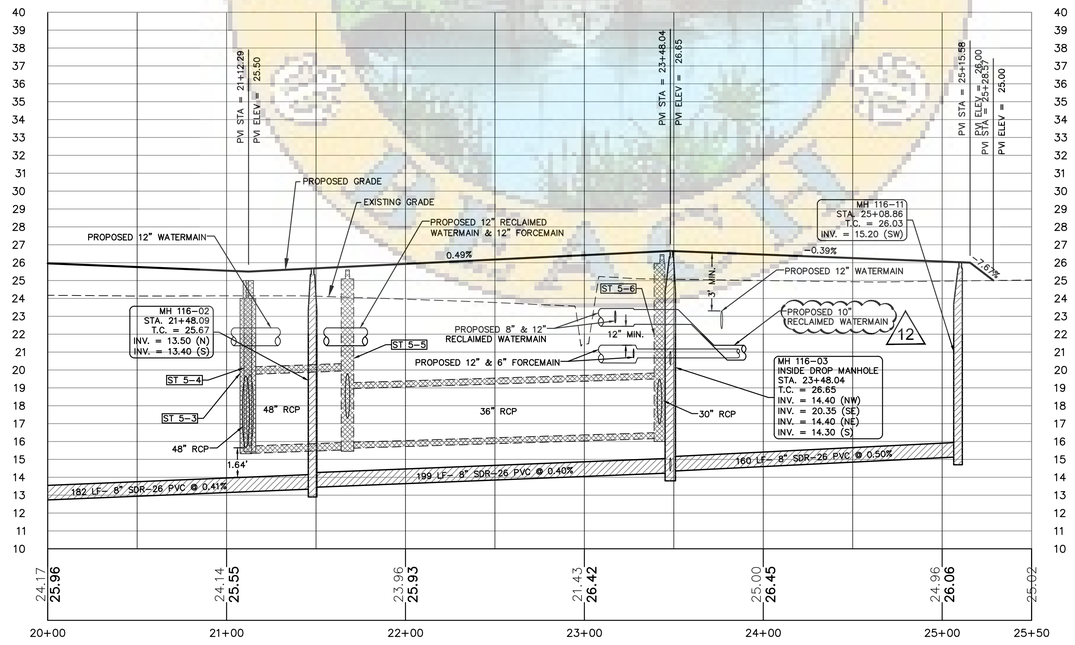
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES





MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 8519)

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12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=Zev Cohen and Associates, Inc., CN=Melia L Russell
Reason: I am the author of this document
Location: your signing location here
Date: 2024.09.04 11:48:09 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C55 OF 76

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LEGEND:

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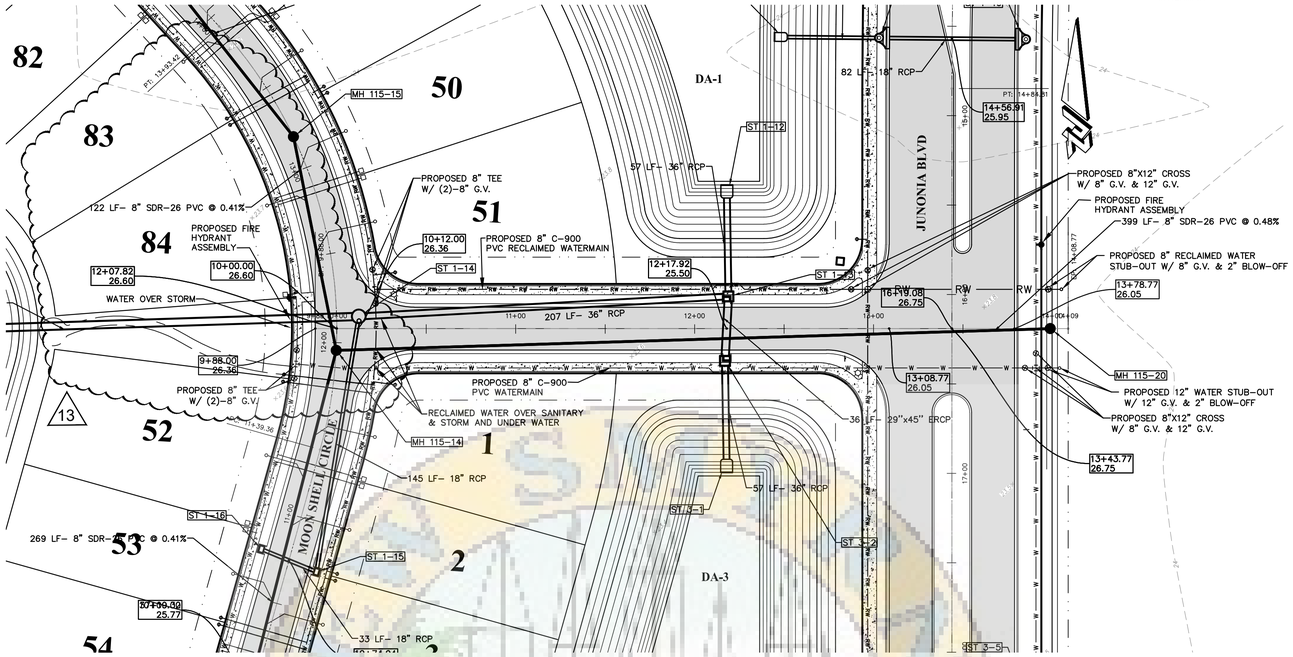
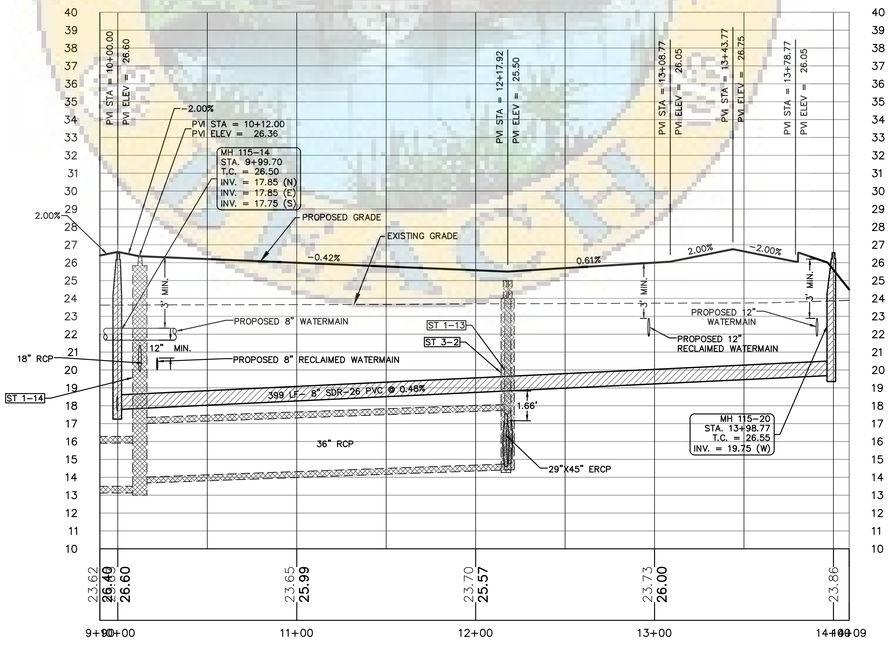
KEY MAP



BLUE MUSSEL LANE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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ENVIRONMENTAL
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TRANSPORTATION
(LC #2)
(EB 6516)

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11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
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CHECKED BY: MKW

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XREFS: ----

Melia L. Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C56 OF 76

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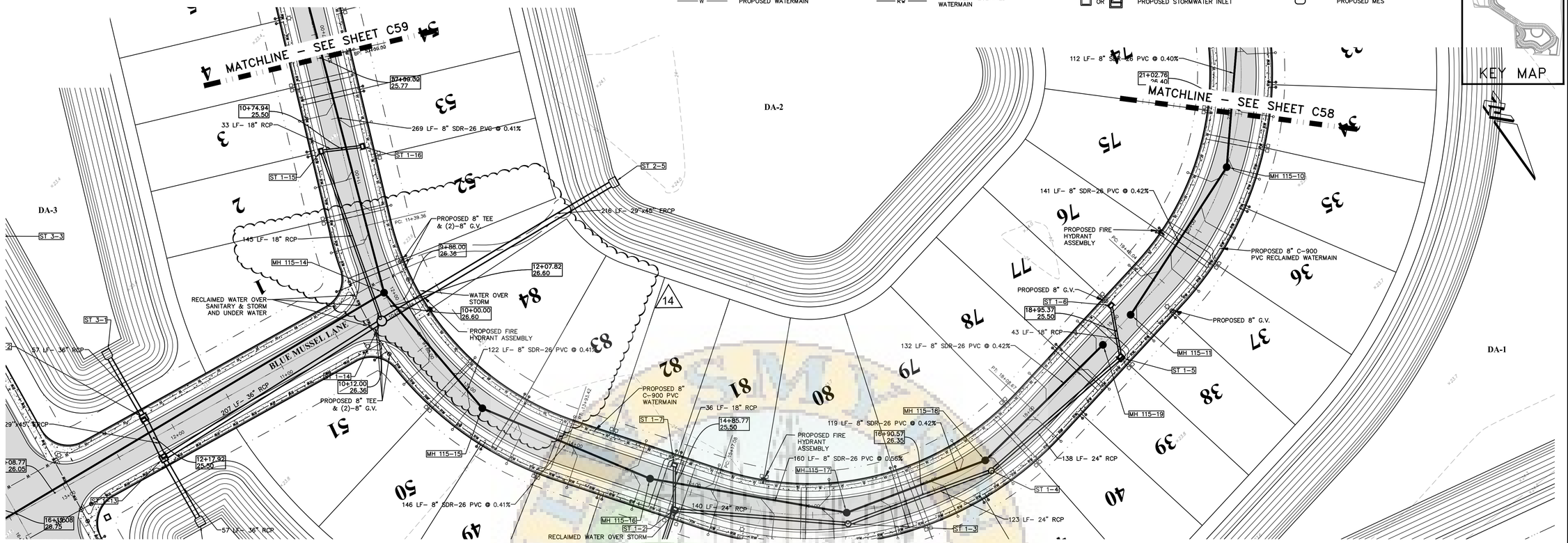
LEGEND:

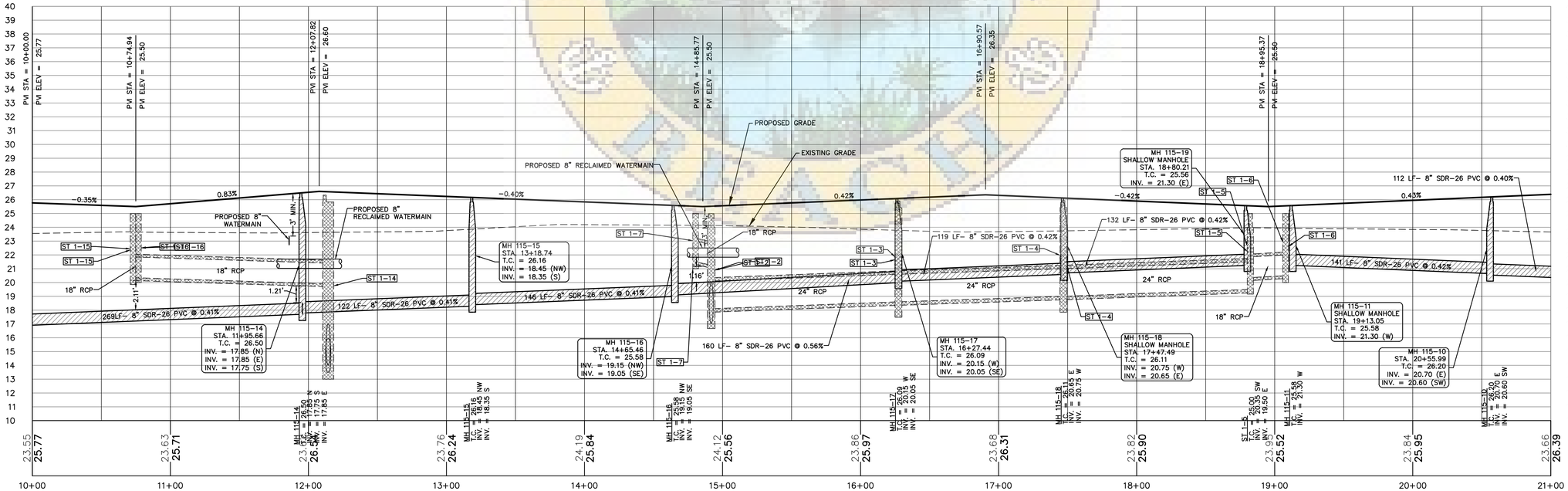
PROPOSED SANITARY MAIN AND MANHOLE
PROPOSED WATERMAIN
PROPOSED FIRE MAIN
PROPOSED RECLAIMED WATERMAIN
PROPOSED FORCEMAIN
PROPOSED STORMWATER INLET
PROPOSED STORMWATER MANHOLE
PROPOSED MES

KEY MAP



MOON SHELL CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64, 18169-PP
XREF'S: 18169_BAS.DWG
XREF'S: -----

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C57 OF 76

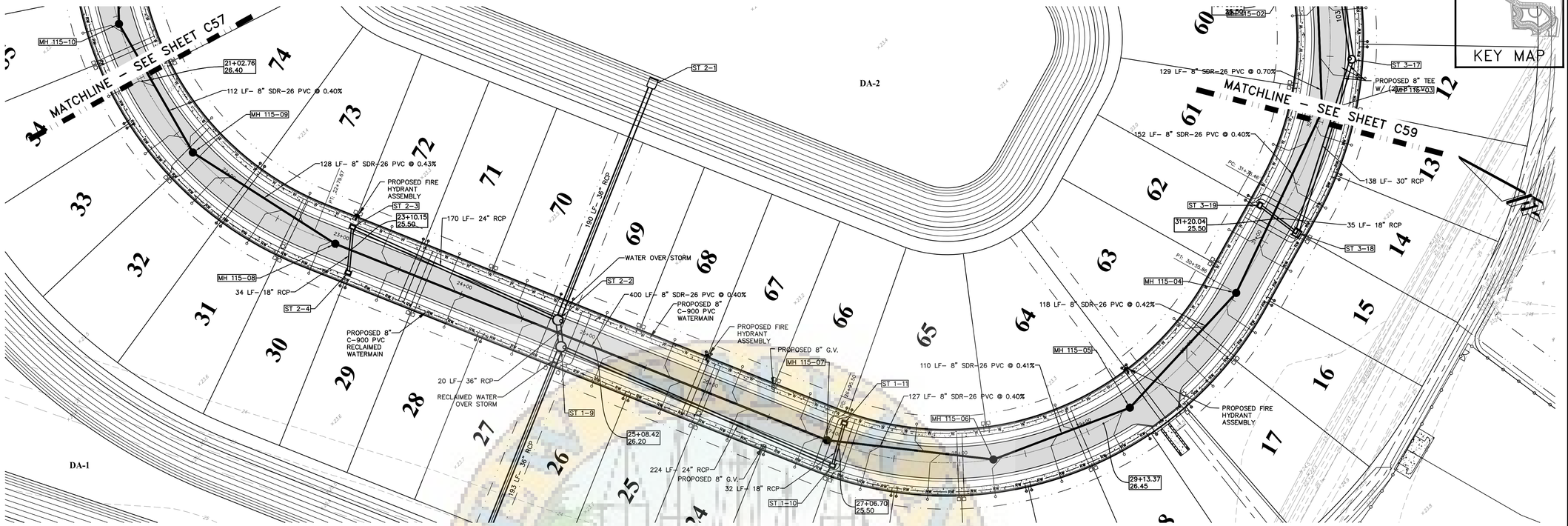
Digitally signed by Melia L Russell
DN: C=US, E=melia.russell@zevcohenassociates.com, O=Zev Cohen and Associates, Inc.
CN=Melia L Russell
Reason: I am the author of this document
Location: your signing location here
Date: 2024-09-04 12:48:09-04:00

ZEV COHEN & ASSOCIATES

LEGEND:

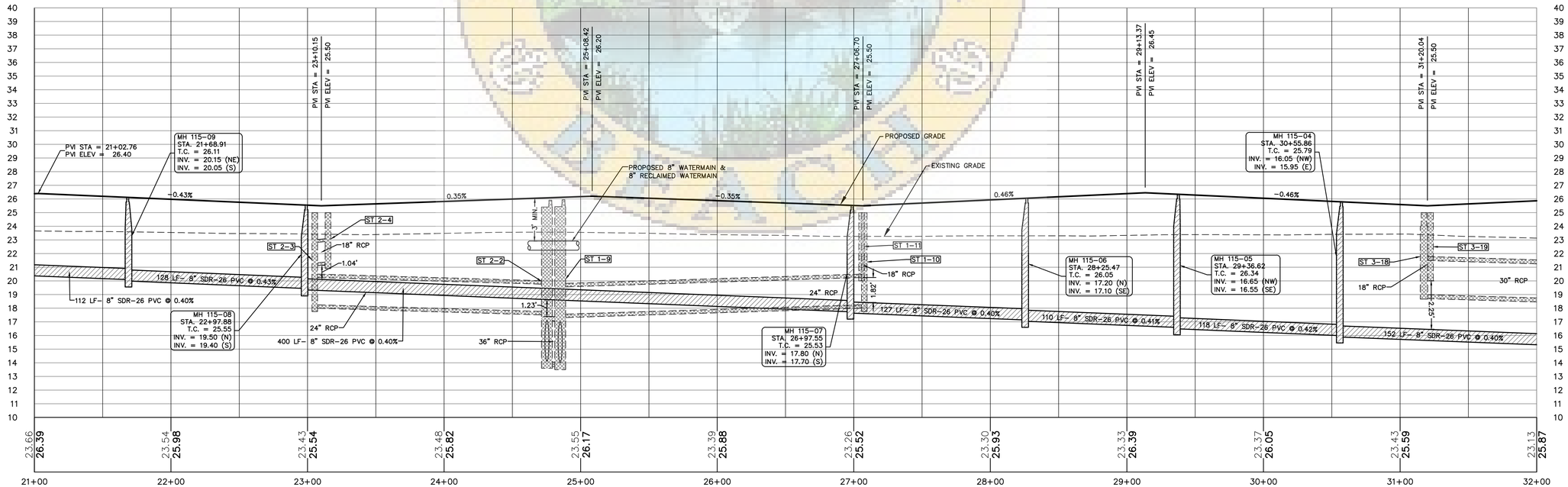
PROPOSED SANITARY MAIN AND MANHOLE
PROPOSED FIRE MAIN
PROPOSED FORCEMAIN
PROPOSED STORMWATER MANHOLE
PROPOSED WATERMAIN
PROPOSED RECLAIMED WATERMAIN
PROPOSED STORMWATER INLET
PROPOSED MES

KEY MAP



MOON SHELL CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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ORMOND BEACH, FL 32174
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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XREFS: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C58 OF 76

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LEGEND:

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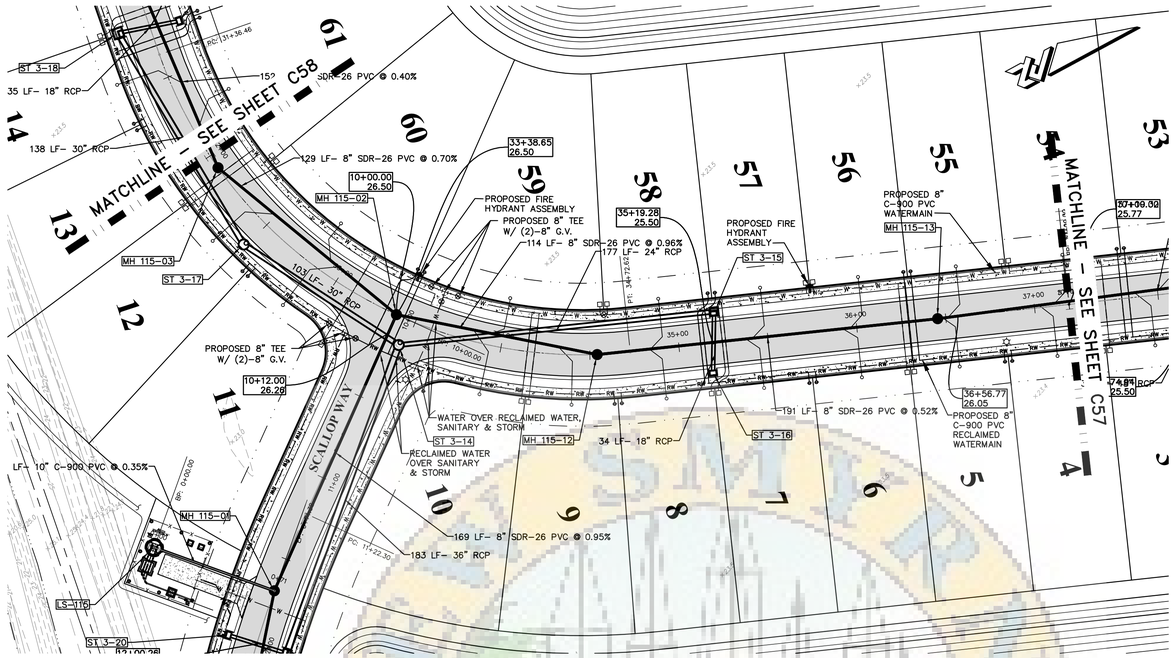

MOON SHELL CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
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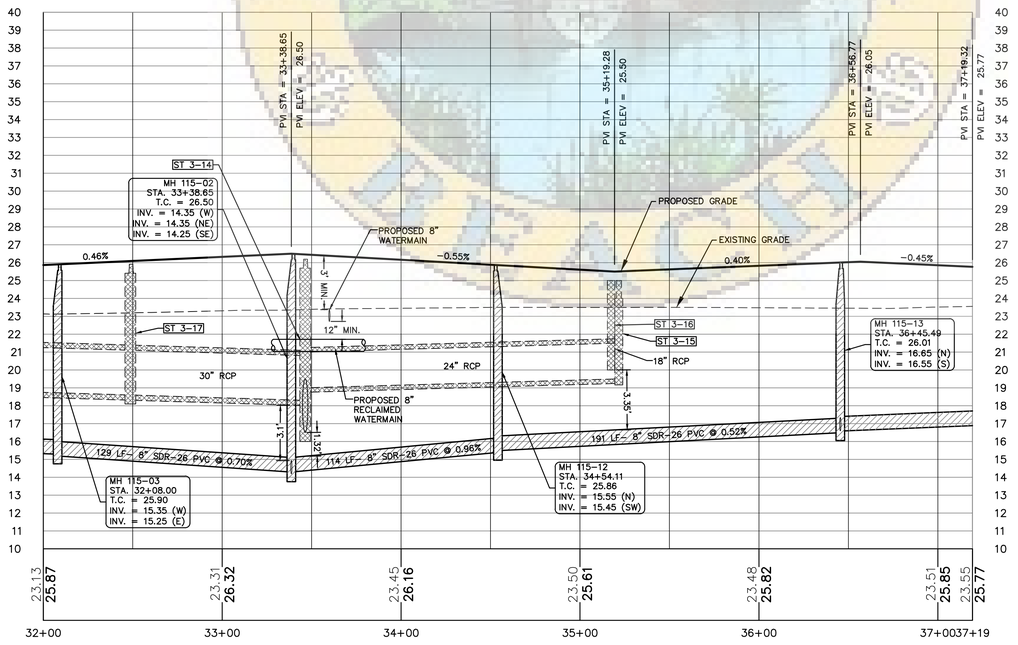

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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(LC #2)
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ARDISIA PARK - PHASE 1 & 2
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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Melia L Russell

09/04/2024

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KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C59 OF 76

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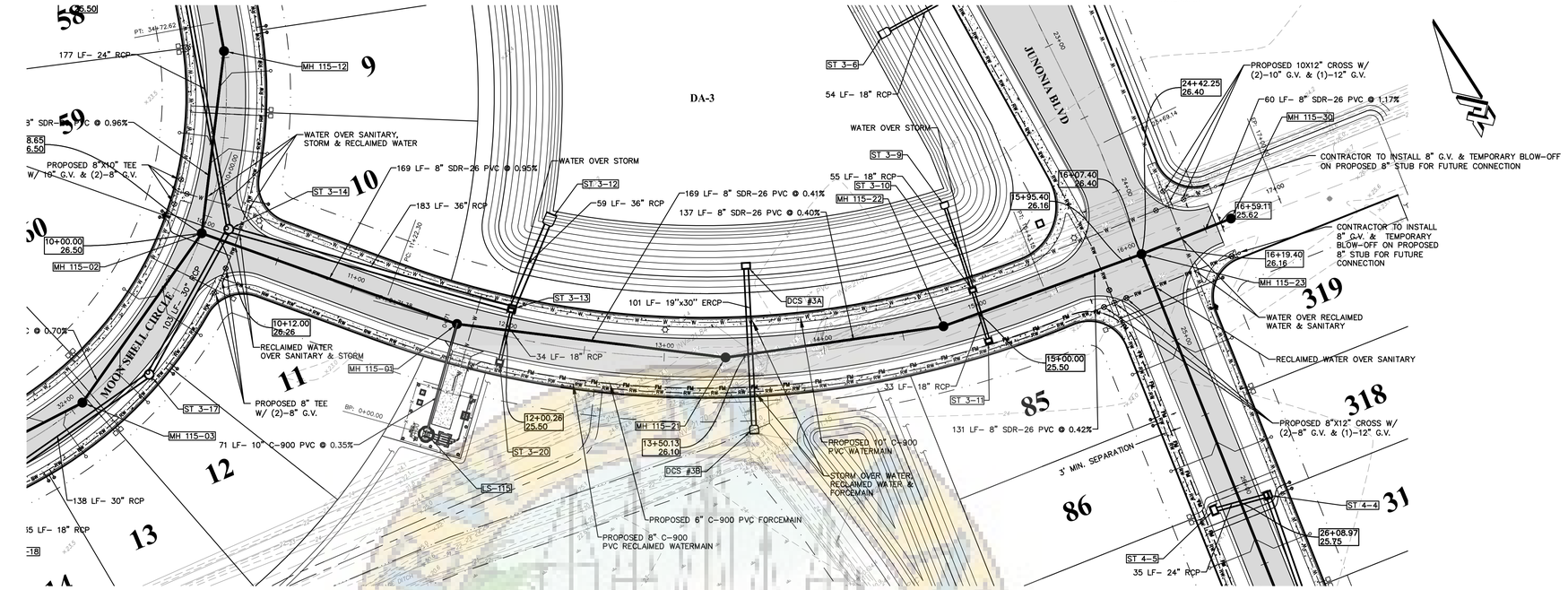
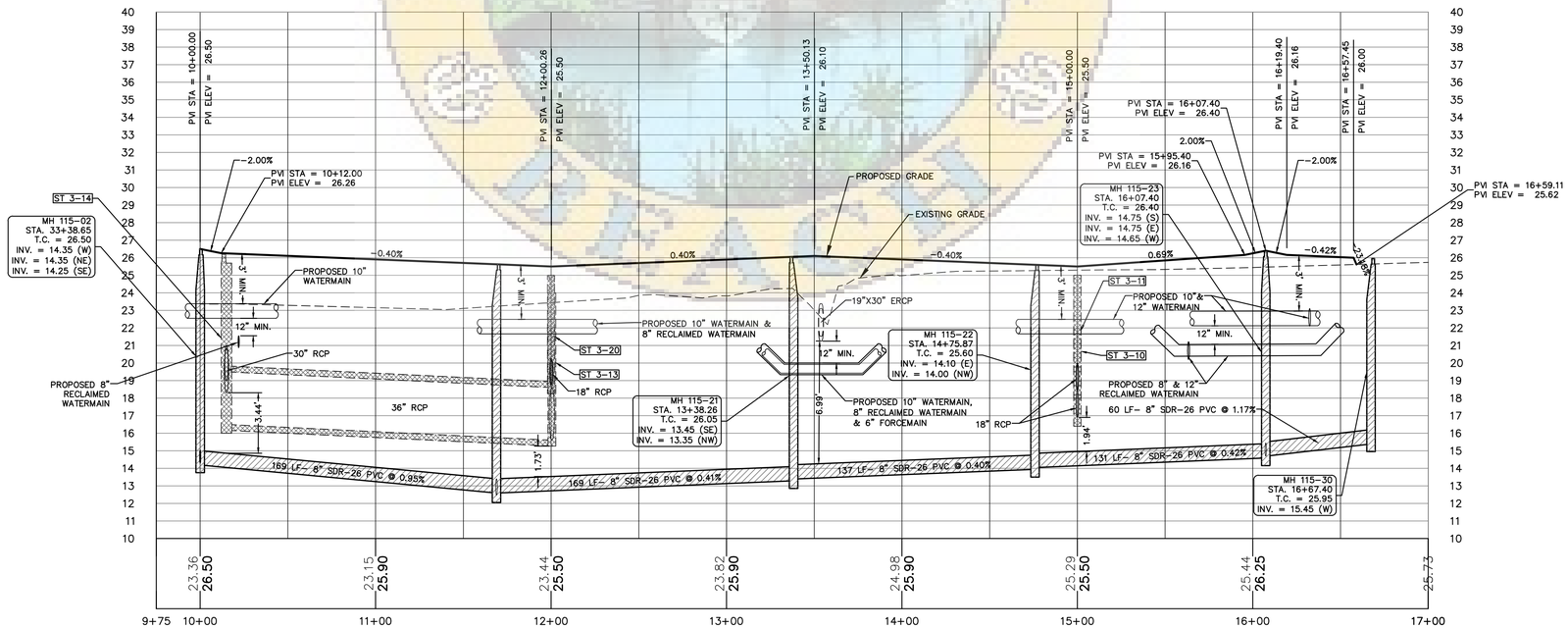




SCALLOP WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-04-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-31-23	MLR	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, Inc., OU=Engineering, CN=Melia L Russell
Reason: I am the author of this document
Location: Your Signing Location Here
Date: 2024.09.04 11:48:10-04'00'

09/04/2024

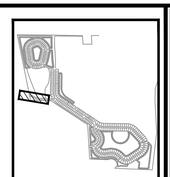
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C60 OF 76

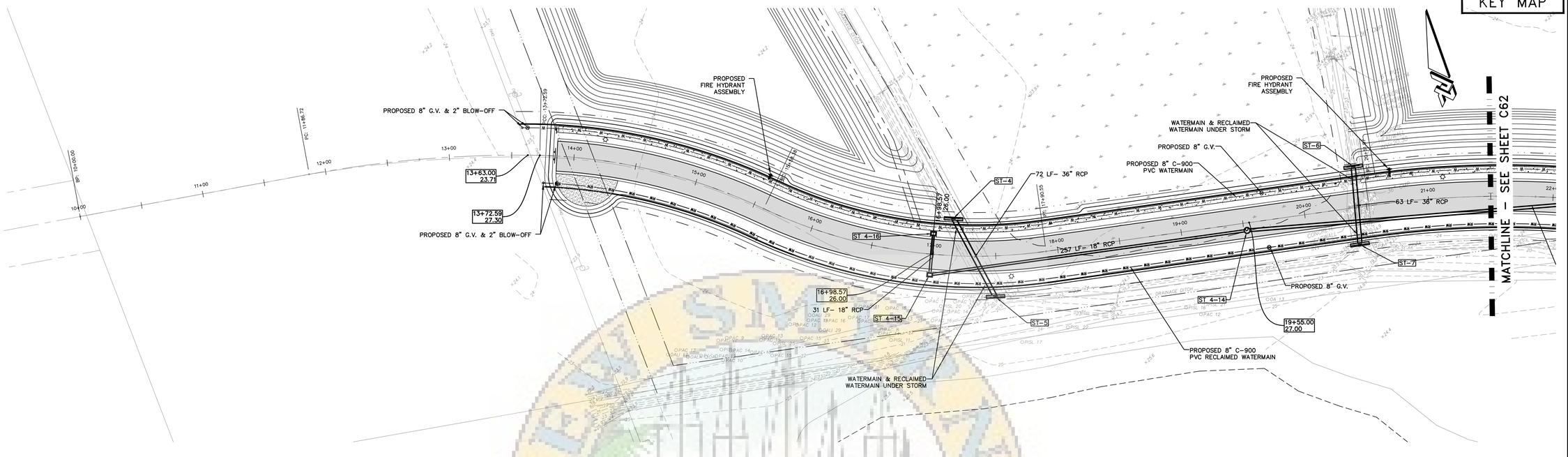
G:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\ES\45-64_18169-PP.DWG - PRINTED: 9/4/2024 12:03 PM

LEGEND:

PROPOSED SANITARY MAIN AND MANHOLE	PROPOSED FORCEMAIN
PROPOSED WATERMAIN	PROPOSED STORMWATER INLET
PROPOSED FIRE MAIN	PROPOSED STORMWATER MANHOLE
PROPOSED RECLAIMED WATERMAIN	PROPOSED MES



KEY MAP



LEONARDO LANE PLAN & PROFILE

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PROFILE VIEW: HORIZ:1"=40'
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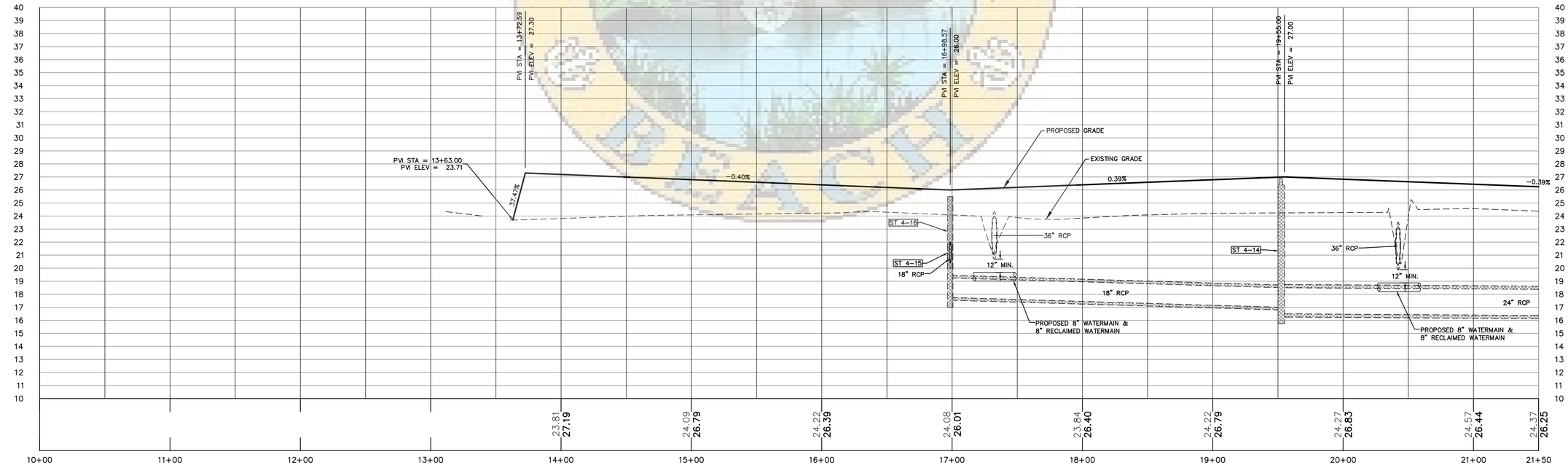

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2 FINAL ENGINEERING PLANS PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREF'S: 18169_BAS.DWG
XREF'S: ----

Melia L Russell

09/04/2024

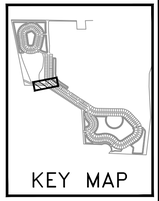
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

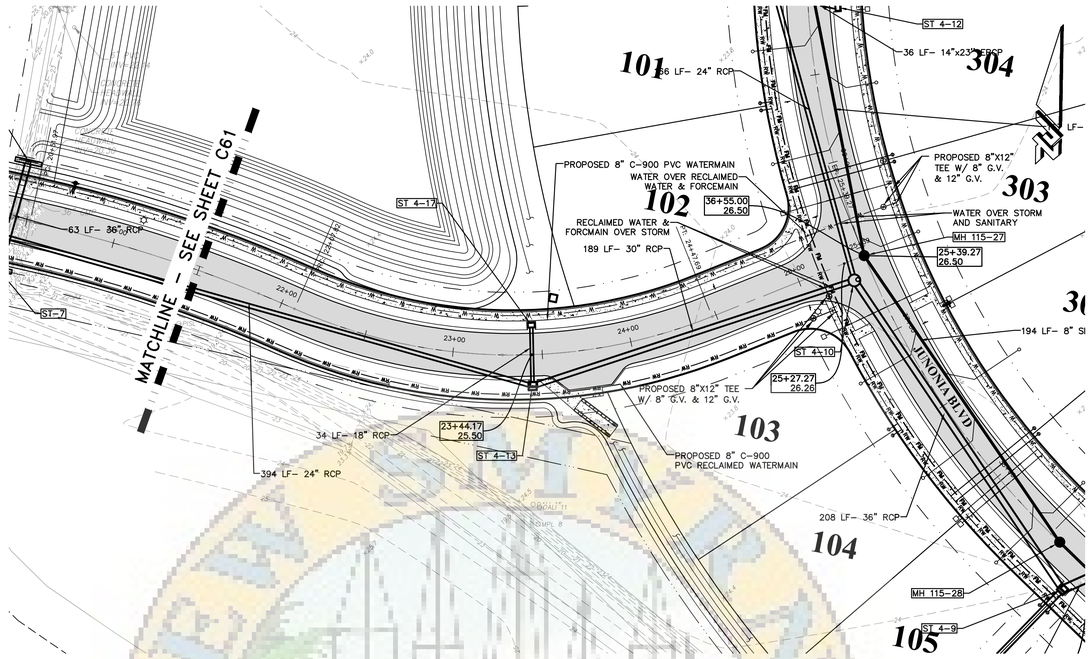
SHEET: C61 OF 76

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADDWGS\45-64_18169-PP.DWG - PRINTED 9/4/2024 12:04 PM

LEGEND:

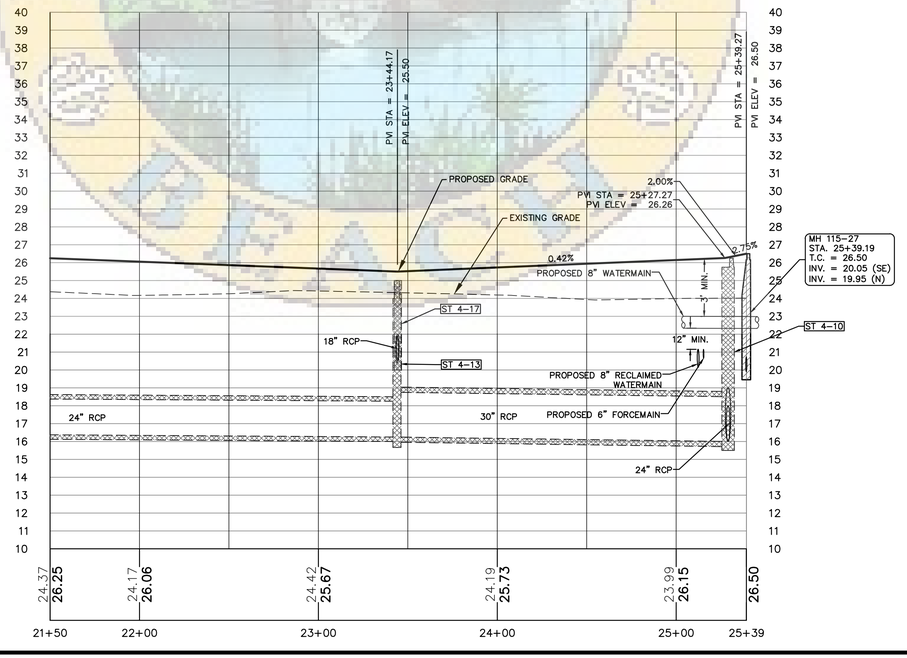
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES





LEONARDO LANE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB-0516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: c=US, o=Zev Cohen & Associates, Inc., ou=Zev Cohen and Associates, l=Unknown, st=Florida, cn=Melia L Russell, 0.9.2342.19200300.100.1.1=A01410D000001A0E6A5F0E00, email=melia@zevcohen.com
Reason: I am the author of this document
Location: Ormond Beach, FL
Date: 2024.09.04 11:48:10 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C62 OF 76

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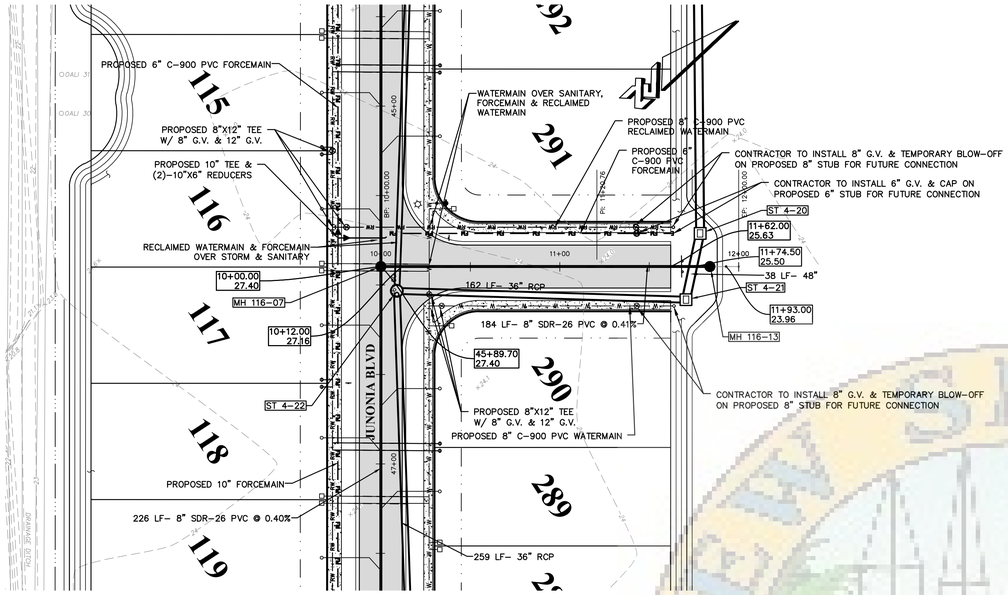
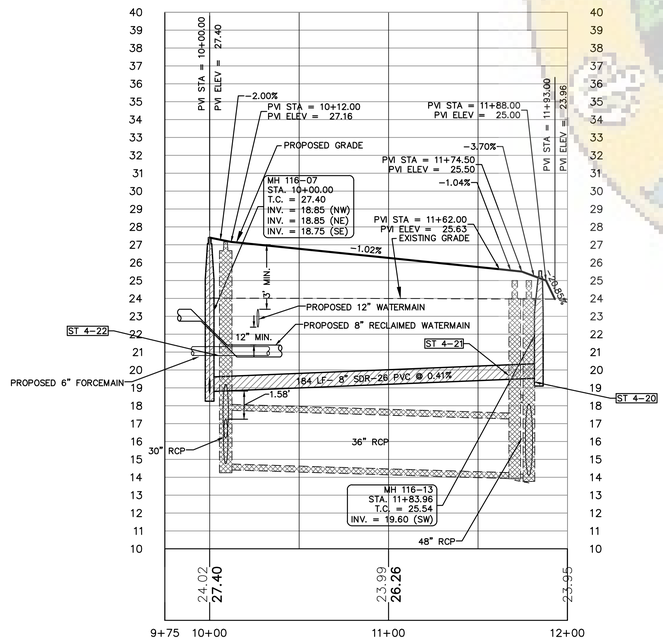
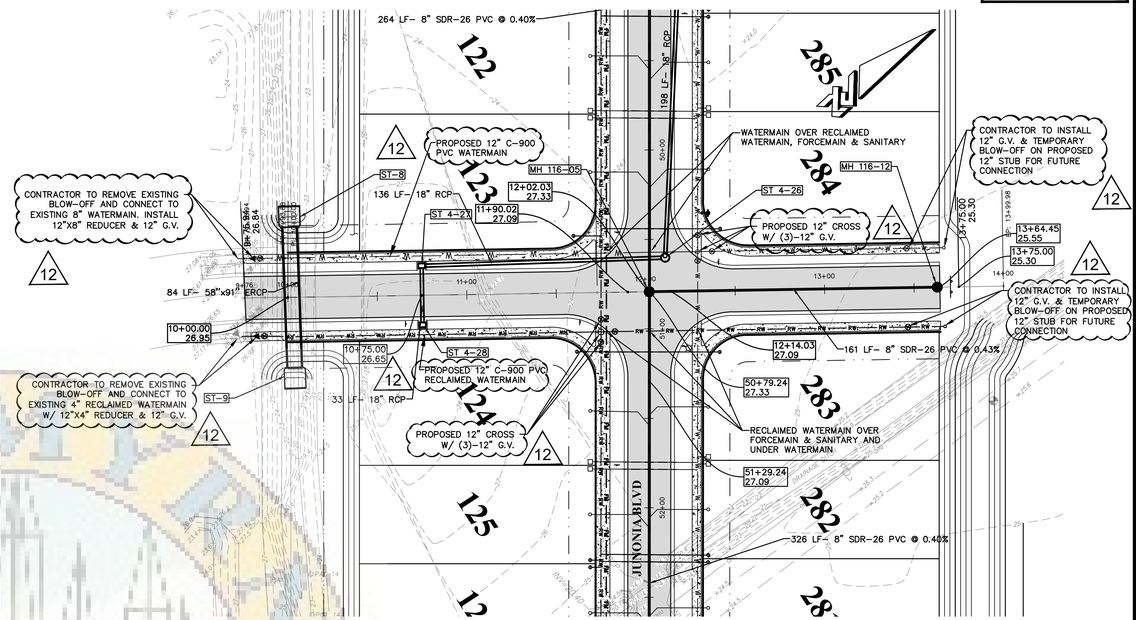


ABALONE WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'





MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
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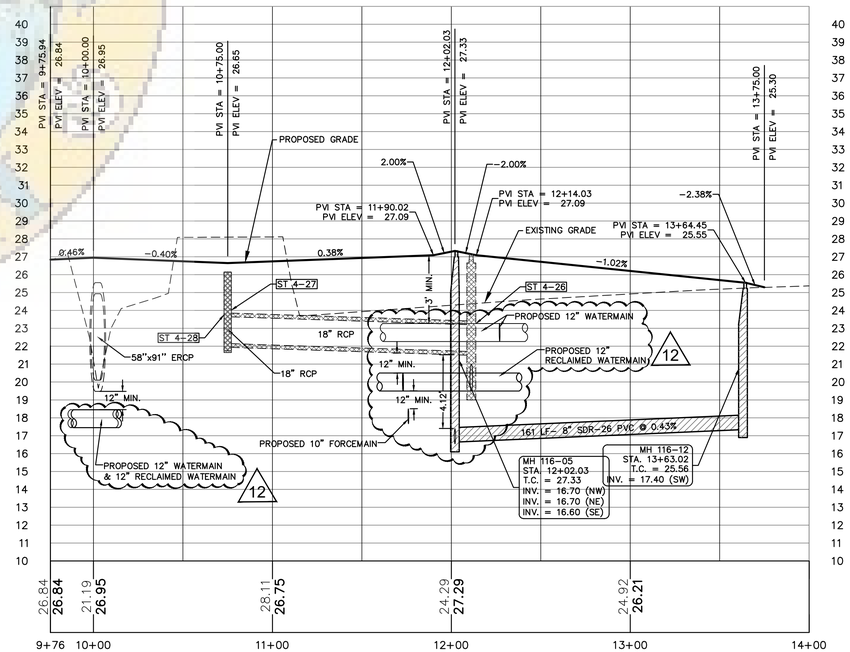

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8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 45-64_18169-PP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L. Russell
Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, Inc, OU=Engineering, CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Date: 2024.09.04 11:48:49-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C63 OF 76

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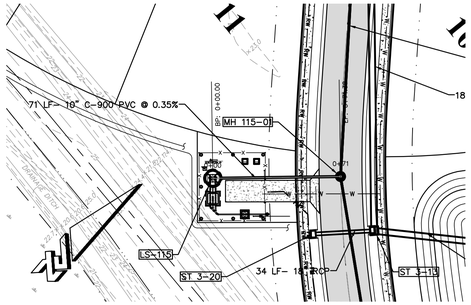
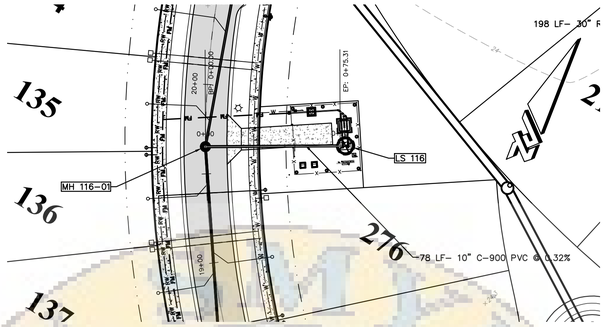
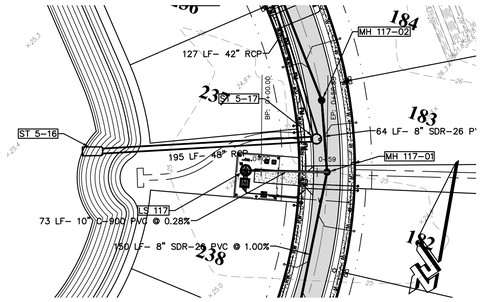
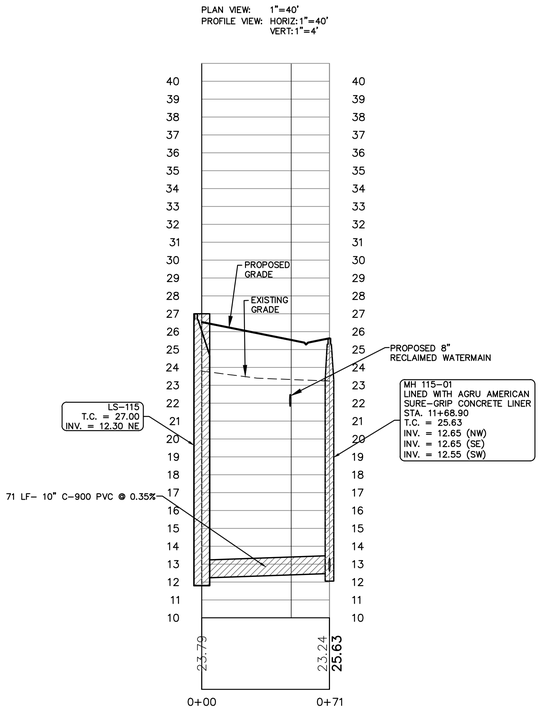






L.S. #115 PLAN & PROFILE



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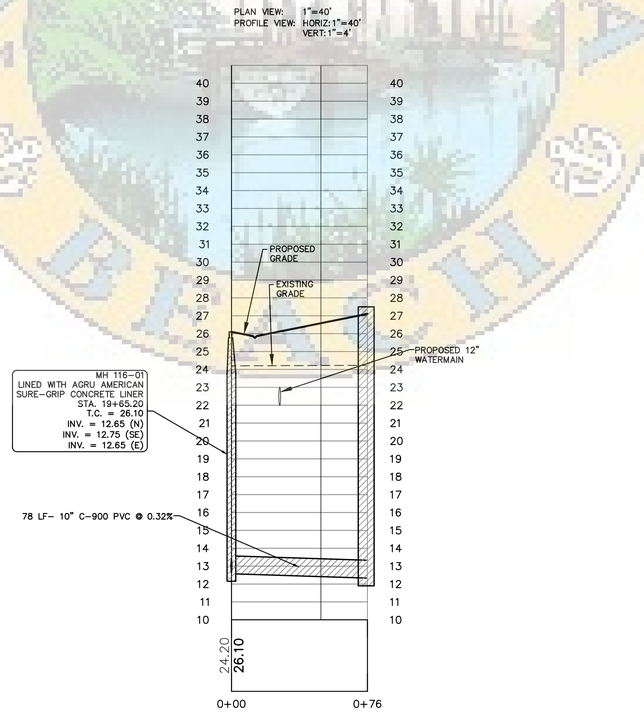
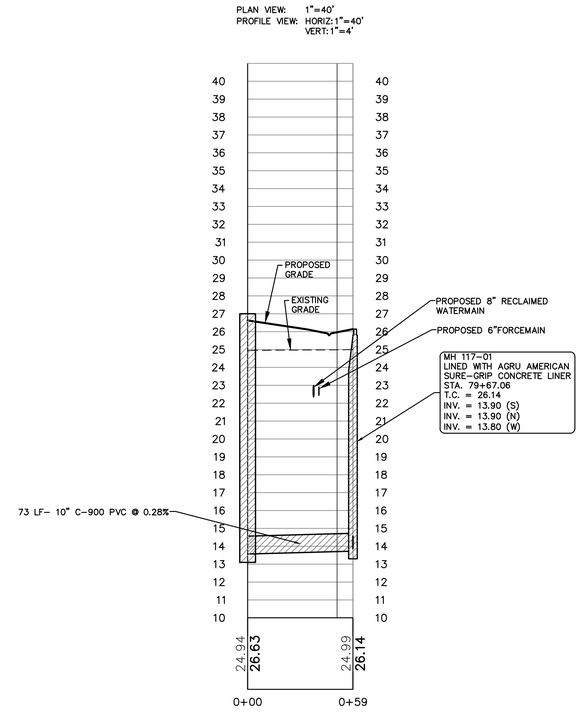


L.S. #117 PLAN & PROFILE



ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
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10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 45-64_18169-PP
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

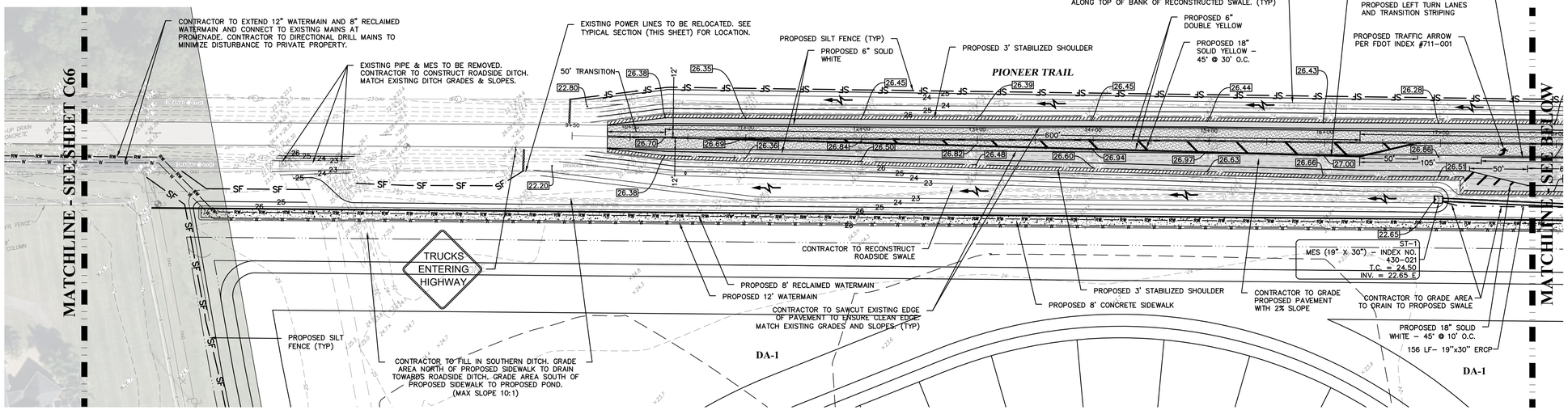
Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C64 OF 76

S:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CAD\PP\45-64_18169-PP.DWG - PRINTED: 9/4/2024 12:08 PM

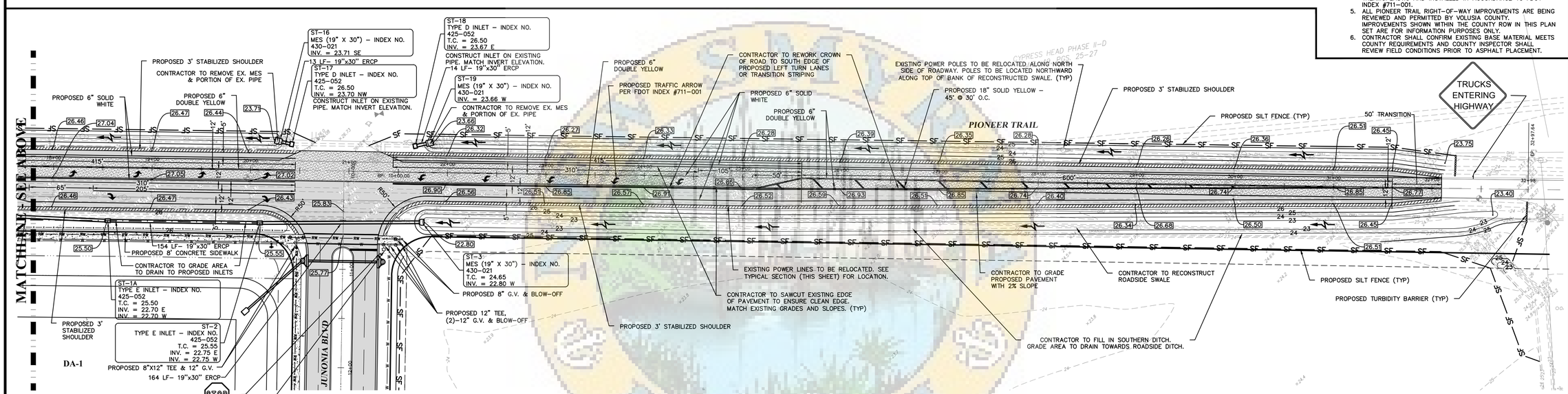


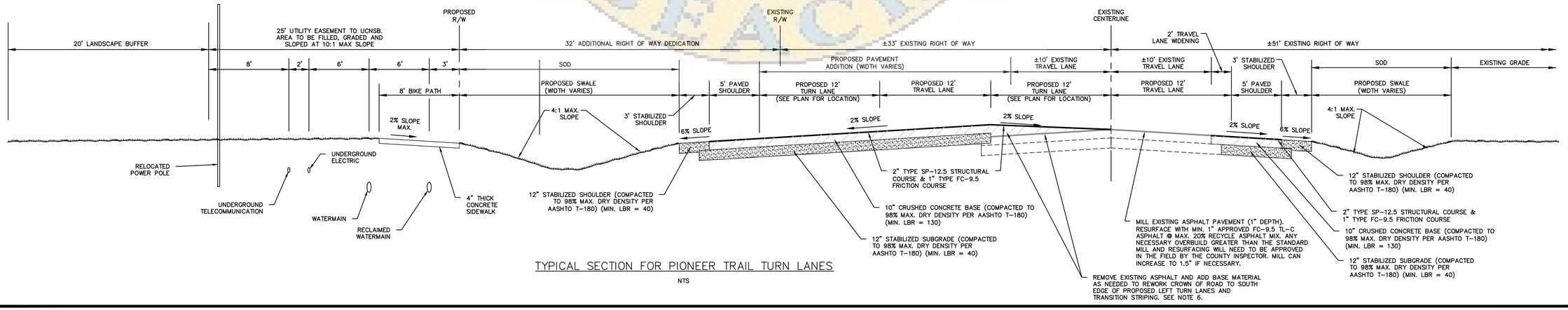


LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED MILL & OVERLAY
- PROPOSED STABILIZED SHOULDER

NOTES:
1. ALL ASPHALT MIX DESIGNS MUST BE PREAPPROVED BY VOLUSIA COUNTY BEFORE PLACEMENT.
2. SAWCUT EXISTING EDGE OF PAVEMENT FOR NEW PROPOSED ROADWAY CONNECTION TIE–INS.
3. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITHIN PUBLIC RIGHTS–OF–WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX #706–001.
4. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX #711–001.
5. ALL PIONEER TRAIL RIGHT–OF–WAY IMPROVEMENTS ARE BEING REVIEWED AND PERMITTED BY VOLUSIA COUNTY. IMPROVEMENTS SHOWN WITHIN THE COUNTY ROW IN THIS PLAN SET ARE FOR INFORMATION PURPOSES ONLY.
6. CONTRACTOR SHALL CONFIRM EXISTING BASE MATERIAL MEETS COUNTY REQUIREMENTS AND COUNTY INSPECTOR SHALL REVIEW FIELD CONDITIONS PRIOR TO ASPHALT PLACEMENT.





TYPICAL SECTION FOR PIONEER TRAIL TURN LANES

NTS

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KENTUCKY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
OFFSITE IMPROVEMENTS PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 65_18169-OIP
XREFS: 18169_BAS.DWG
XREFS: ----

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
MICHELLE KRAWCZYK WIDNOK, P.E., NO. 76892
NOT VALID WITHOUT SEAL

SHEET: C65 OF 76

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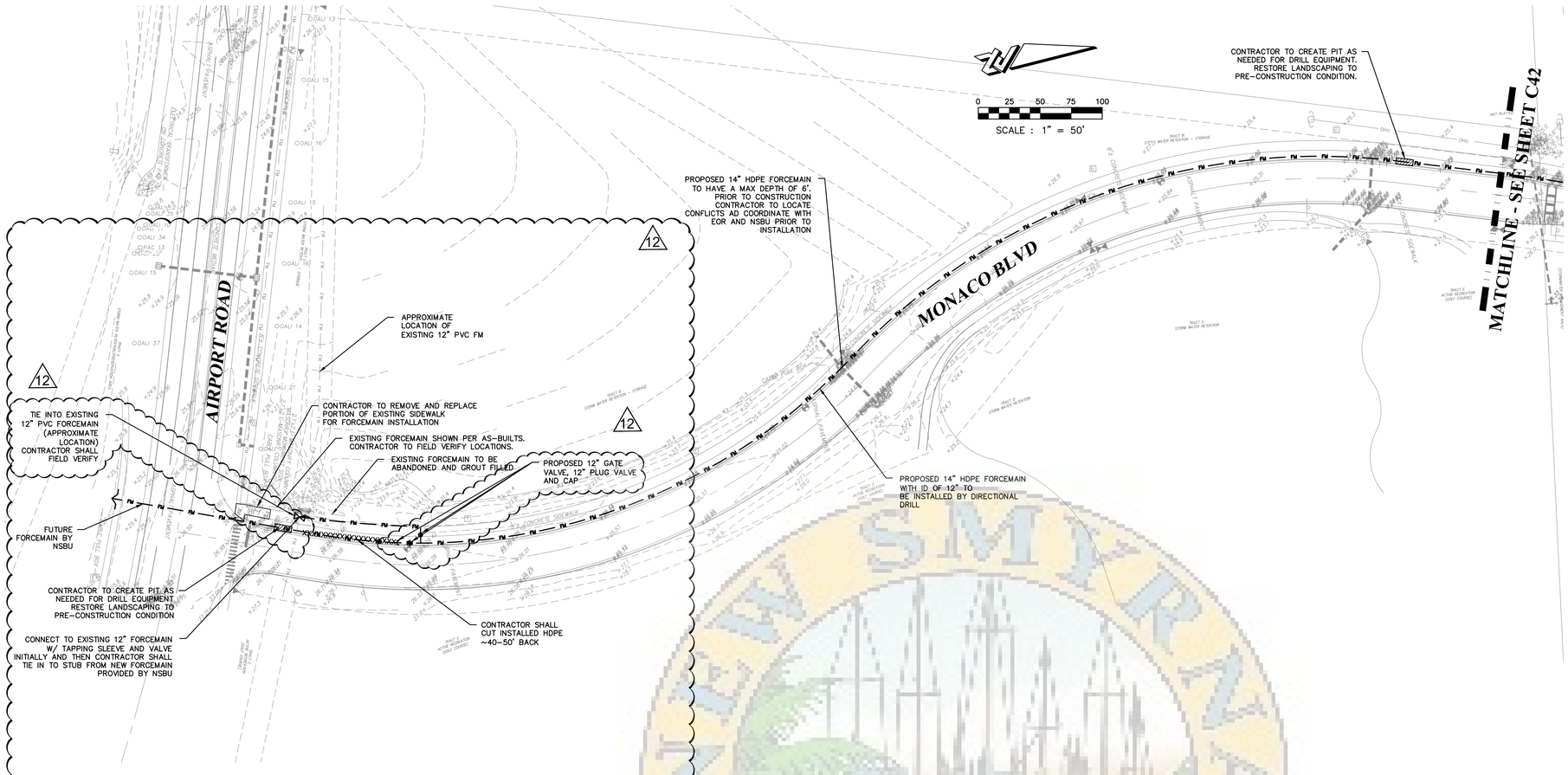
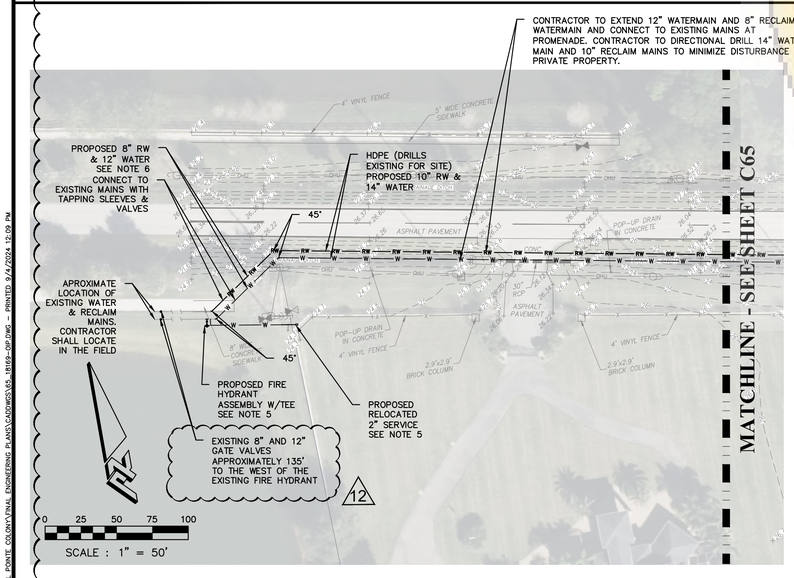


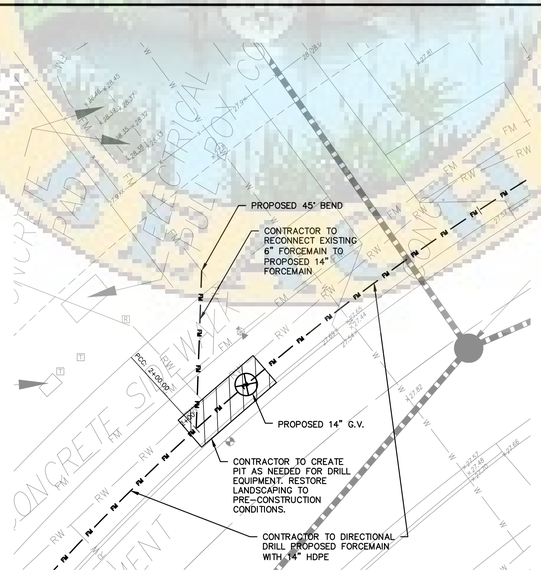
LEGEND:

PROPOSED ASPHALT PAVEMENT

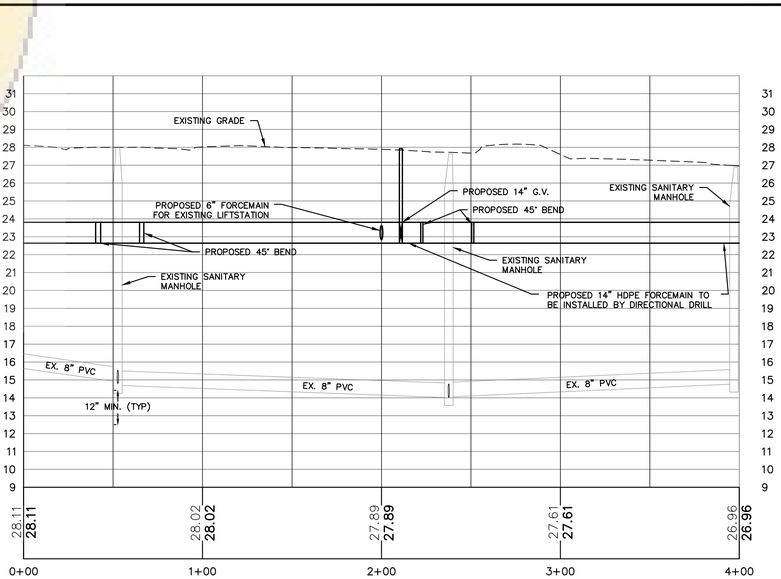
PROPOSED CONCRETE

NOTES:
1. CONTRACTOR TO MAINTAIN DRIVEWAY ACCESS TO EXISTING RESIDENTIAL LOTS AT ALL TIMES.
2. ALL DISTURBED AREAS ARE TO BE REPLACED IN KIND OR BETTER.
3. CONTRACTOR TO PROVIDE PUMP TRUCK DURING EXISTING LIFTSTATION RECONNECTION.
4. CONTRACTOR TO HORIZONTALLY AND/OR VERTICALLY DEFLECT AROUND CONFLICTS AS NEEDED.
5. NSBU WILL PROVIDE 8" X 2" TAPPING SADDLE, 2" CORP, STOP, FIRE HYDRANT AND 6"GATE VALVE.
6. CONTRACTOR SHALL MAINTAIN MINIMUM 5' FROM POWER GUY WIRE.





EXISTING LIFTSTATION
RECONNECTION ENLARGEMENT



EXISTING LIFTSTATION
RECONNECTION PROFILE

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWINGS BEACH, FL 32134
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS/ REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-04-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
OFFSITE IMPROVEMENTS PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 65_18169-OIP
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
MICHELLE KRAWCZYK WIDICK, P.E., NO. 76892
NOT VALID WITHOUT SEAL

SHEET: C66 OF 76

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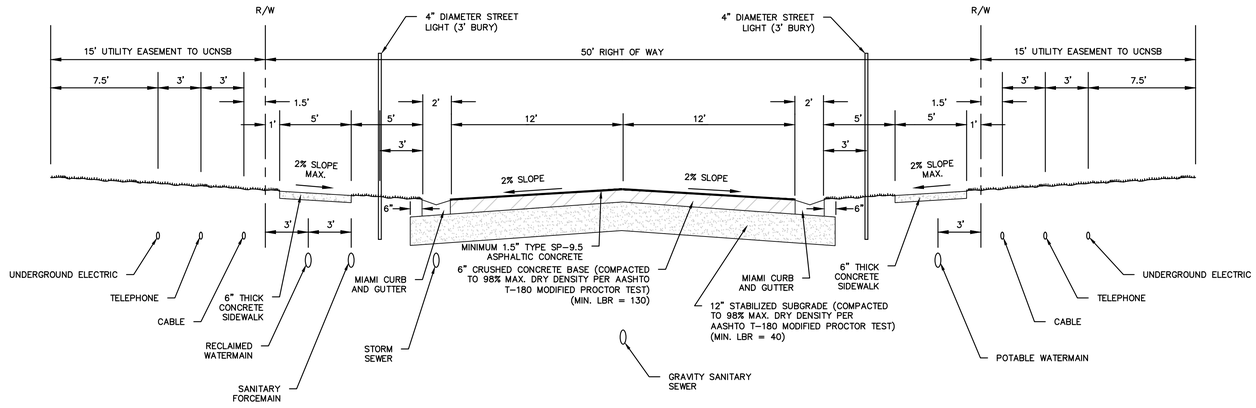
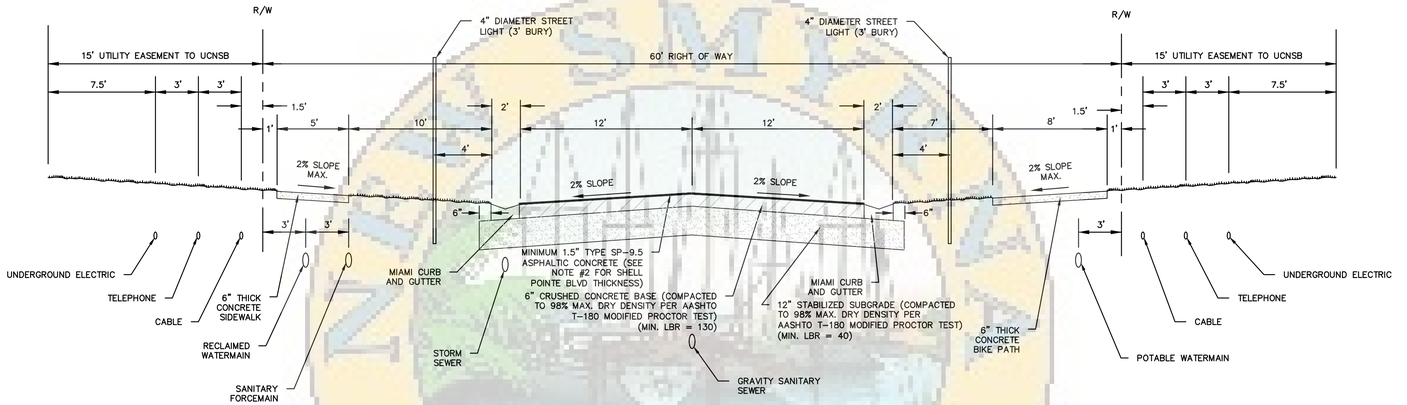


TYPICAL 50' RIGHT-OF-WAY SECTION

NTS



TYPICAL 60' RIGHT-OF-WAY SECTION

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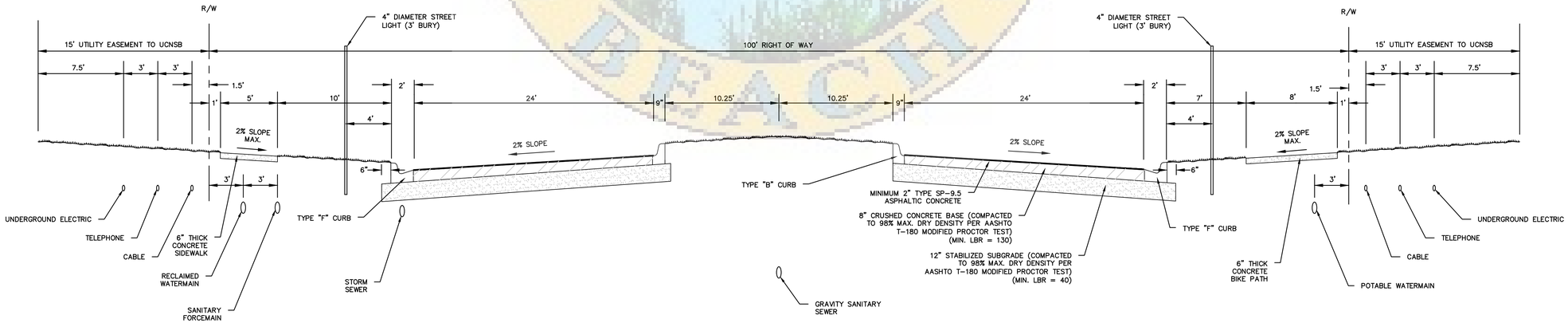

TYPICAL 100' RIGHT-OF-WAY SECTION

NTS

NOTES:
1. THE AMOUNT OF RAP MATERIAL SHALL NOT EXCEED 30 PERCENT.
2. ASPHALT PAVEMENT FOR JUNONIA BLVD FROM PIONEER TRAIL TO MONACO BLVD TO BE MINIMUM 2" TYPE SP-9.5.
3. ASPHALT PAVEMENT TO BE CONSTRUCTED IN 2 LIFTS. INITIAL LIFT TO BE CONSTRUCTED DURING SUBDIVISION IMPROVEMENTS PHASE. FINAL LIFT TO BE CONSTRUCTED AFTER HOMES ARE CONSTRUCTED.
4. CONTRACTOR SHALL PROVIDE TEMPORARY STRIPING IN BETWEEN PAVEMENT LIFTS.
5. CONTRACTOR SHALL MONITOR MOT.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-16-23	MLR	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=ZEV COHEN & ASSOCIATES INC, ou=Engineering, email=melia@zevcohen.com, c=US
Reason: I am the author of this document
Location: your signing location here
Date: 2024.09.04 12:48:09-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C67 OF 76

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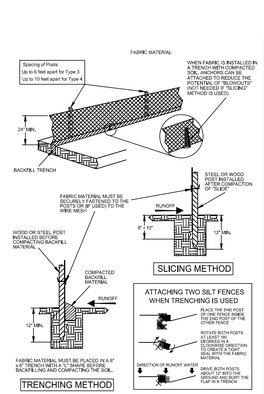
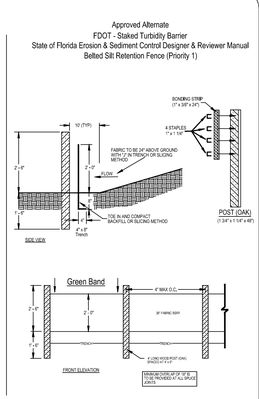




SILT FENCE BARRIER INSTALLATION

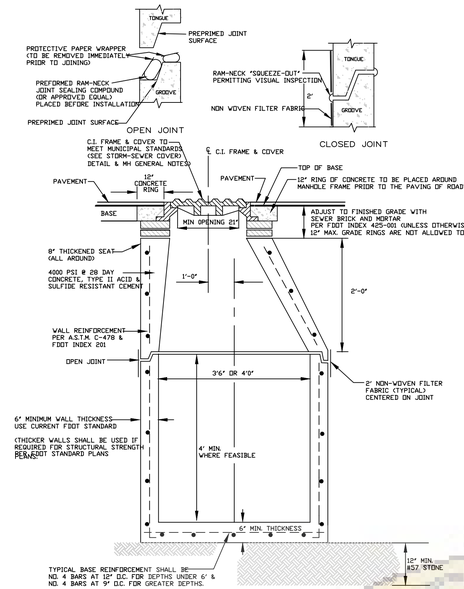
BELTED SILT RETENTION FENCE (BSRF)

Priority 1 - Green Band

NOTES:

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, JULY 2013 UPDATE.
2. CONTRACTOR SHALL PROVIDE AND MAINTAIN SITE SPECIFIC EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) MEASURES TO TREAT ALL STORMWATER DISCHARGES DURING CONSTRUCTION. DEPENDING UPON FLOW VELOCITIES AND VOLUME, ADDITIONAL MEASURES MAY BE REQUIRED.
3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF DAYTONA BEACH AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, STATE, FEDERAL, AND THE SJRWMD.

SILT FENCE DETAIL
NTS

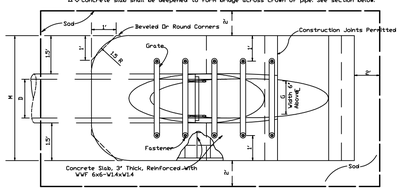


STORMWATER MANHOLE DETAIL
NTS

D	X	A	B	C	E	F	G	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad Pipe	N
15"	2'-3"	2'2"	4'09"	6'36"	4'69"	8"	1'28"	4'63"	7'01"	9'79"	12'37"	11'9"
18"	2'-6"	2'35"	5'0"	7'48"	5'03"	9"	1'41"	4'90"	7'75"	10'59"	13'44"	14'1"
24"	3'-0"	2'53"	5'48 Alt. 6'71"	7'03"Alt. 8'26"	11"	1'73"	5'50"	8'50"	12'37"	15'75"	19"
30"	4'-3"	3'19"	6'09" Alt. 11'09"	9'02"	13"	2'05"	6'08"	10'07"	14'56"	18'62"	19'6"
36"	5'-3"	3'87"	11'01" Alt. 14'48"	11'03" Alt. 13'42"	15"	2'44"	9'63"	13'12"	16'83"	21'15"	1'0"
42"	6'-0"	4'35"	12'43"	13'03"	17"	2'44"	9'63"	13'12"	16'83"	21'15"	1'0"
48"	6'-9"	5'02"	12'43"	13'03"	19"	2'45"	9'63"	13'12"	16'83"	21'15"	1'0"
54"	7'-6"	5'70"	17'49"	15'88"	17'03"	21"	2'83"	8'45"	16'89"	21'75"	31'45"	1'46"
60"	8'-6"	6'36"	19'85"	23'11"	19'03"	23"	3'05"	9'09"	17'09"	25'09"	34'50"	1'59"

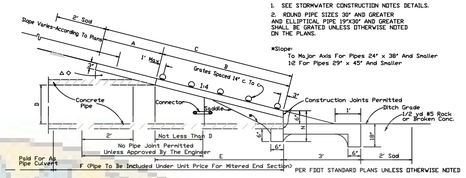
D	GRATE SIZES Standard Weight Pipe	GRATE SIZES Extra Strong Pipe	CONCRETE (Cu. Yds.) Single Pipe	CONCRETE (Cu. Yds.) Double Pipe	CONCRETE (Cu. Yds.) Triple Pipe	CONCRETE (Cu. Yds.) Quad Pipe	STOOPING (Sq. Yds.) Single Pipe	STOOPING (Sq. Yds.) Double Pipe	STOOPING (Sq. Yds.) Triple Pipe	STOOPING (Sq. Yds.) Quad Pipe
15"			0.61	1.23	1.64	2.06	8	10	11	13
18"			0.92	1.56	1.85	2.35	9	12	13	13
24"			1.08	1.67	2.27	2.93	15	12	13	15
30"		3"	1.29	2.08	2.89	3.63	15	14	15	17
36"		3"	1.47	2.50	3.50	4.46	13	15	17	20
42"			1.67	2.96	4.23	5.51	14	16	19	22
48"			1.89	3.41	4.91	6.40	15	18	23	27
54"	3"	4"	2.13	3.84	5.55	7.25	15	20	25	29
60"	3"	4"	2.33	4.54	6.63	8.85	17	23	28	34

Δ 6.42' Δ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
Θ 15.40' Θ 15.0' Dimensions permitted to allow use of 12' standard pipe lengths.
Δ ◊ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



TOP-VIEW SINGLE PIPE NOTES:

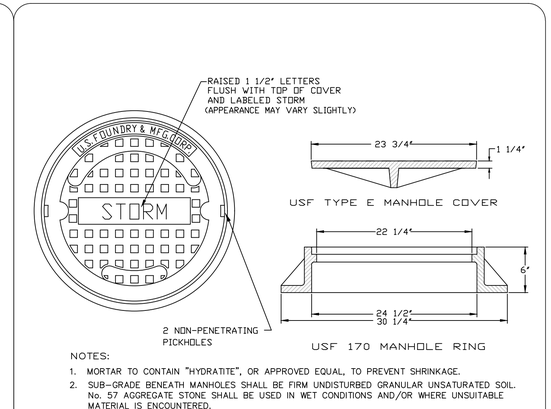
1. SEE STORMWATER CONSTRUCTION NOTES DETAILS.
2. ROUND PIPE SIZES 30" AND GREATER AND ELLIPTICAL PIPE 19"X30" AND GREATER SHALL BE GRATED UNLESS OTHERWISE NOTED ON THE PLANS.



*Slope:
To Major Axis For Pipes 24" x 38" And Smaller
1d For Pipes 29" x 45" And Smaller

(Pipe To Be Included Under Unit Price For Mitered End Section)
PER FDOT STANDARD PLANS UNLESS OTHERWISE NOTED

MITERED END SECTION DETAIL
NTS



NOTES:

1. MORTAR TO CONTAIN "HYDRATITE", OR APPROVED EQUAL, TO PREVENT SHRINKAGE.
2. SUB-GRADE BENEATH MANHOLES SHALL BE FIRM UNDISTURBED GRANULAR UNSATURATED SOIL. No. 57 AGGREGATE STONE SHALL BE USED IN WET CONDITIONS AND/OR WHERE UNSUITABLE MATERIAL IS ENCOUNTERED.
3. UNLESS DETAILED PLANS SHOW OTHERWISE, ALL MANHOLE RING AND COVER CASTINGS IN PAVED AREAS ARE TO BE ADJUSTED TO FINAL GRADE, SEALED AND SECURED IN PLACE WITH A CONCRETE COLLAR AFTER THE ROAD BASE IS PLACED AND JUST PRIOR TO PLACEMENT OF ASHPALT WEARING SURFACE.
4. CONTRACTOR SHALL PROVIDE THICKER MANHOLE WALLS AND BASES AS REQUIRED TO PREVENT FLOTATION BASED ON HISTORIC HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR APPROVED BY THE UTILITIES DEPARTMENT.
5. CONCRETE COLLAR AROUND MANHOLE FRAME IS REQUIRED IN PAVED AREAS ONLY.
6. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION.
7. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
8. ENDS OF SECTION SHALL FIT FLUSH TOGETHER
9. MANHOLES SHALL BE CLEARED OF ALL DEBRIS PRIOR TO CITY ACCEPTANCE AND SYSTEM USE.

STORM COVER DETAIL
NTS

PLAN VIEW

SECTION A-A
NTS

DIMENSIONS SHOWN ARE MINIMUM. FDOT STANDARD PLANS SHALL APPLY

CONCRETE STORM INLET AND APRON DETAIL
NTS

NOTES:

1. SIDEWALKS, BIKE PATHS, RAMPS AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3400 P.S.I. IN 28 DAYS AND A MINIMUM UNIFORM THICKNESS OF 6".
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED A MINIMUM OF 4'-0" FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
3. ALL CURB CUTS AND HANDICAP RAMPS SHALL BE ADA COMPLIANT AND TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND FLORIDA BUILDING CODE ACCESSIBILITY, LATEST EDITIONS.
4. ABANDONED AND/OR UN-PERMITTED CURB CUTS: ANY ABANDONED AND/OR UN-PERMITTED CURB CUTS AND ACCESS POINTS SHALL BE REMOVED AND REPLACED WITH STANDARD CURBING AND REGRADING WITH SOD AS REQUIRED.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6" ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. EXPANSION AND ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT OF CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN ONE HUNDRED FEET (100') IN SIDEWALKS AND THIRTY FEET (30') IN BIKE PATHS.
7. PREFORMED ½" EXPANSION JOINT MATERIAL SHALL BE AS SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS, LATEST EDITION, AND SHALL BE SYNTHETIC, RECYCLED RUBBER OR OTHER PRE-APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD AND DECCA-DRAIN STYLE POOL DRAINS ARE STRICTLY PROHIBITED IN ACCORDANCE WITH CHAPTER 81.2 OF THE FDOT SOILS AND FOUNDATIONS HANDBOOK, LATEST EDITION.
8. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE OR SAW CUT INTO CURED CONCRETE TO A DEPTH EQUAL TO 25% THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5' WHICHEVER IS LESS.
9. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
10. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12" LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4" LIFTS THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12" DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12" DEEP. WHERE SUCH TEST IS REQUIRED, THE SIDEWALK BASE SHALL BE COMPACTED AND TESTED TO 95% WITH MINIMUM L.B.R. BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. MOISTURE SHALL BE APPLIED TO DRY FILL MATERIAL TO ACHIEVE DENSITY REQUIREMENTS.
11. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. REPAIRS ARE NOT ACCEPTABLE.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.
14. DETECTABLE WARNING DEVICES SHALL EXTEND THE FULL WIDTH OF THE SIDEWALK AND TO A DEPTH OF 2' min.
15. SEE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION INDEX 522-002, LATEST EDITION, FOR REFERENCE.

SIDEWALK/ BIKE PATH CONSTRUCTION NOTES
NTS

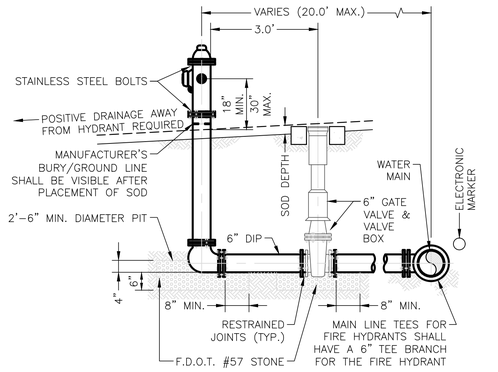
NTS

SIDEWALK CONSTRUCTION DETAIL
NTS

NTS

BIKE PATH CONSTRUCTION DETAIL
NTS

Ridge
Ridge
Slope
Slope
Swale
Slope
Slope
Swale
Slope
Slope
Swale



NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

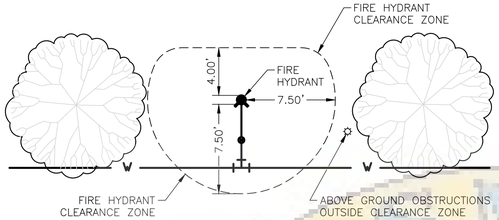
FIRE HYDRANT ASSEMBLY
UCNSB 6/15

* FIRE HYDRANTS ARE REQUIRED TO HAVE A MINIMUM 3 FOOT CLEARANCE FROM BACK OF CURB TO STREAMER NUT AND A MINIMUM 2 FOOT FORM BACK OF FIRE HYDRANT TO FRONT EDGE OF SIDEWALK.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

FIRE HYDRANT ASSEMBLY

DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-01		PW-01

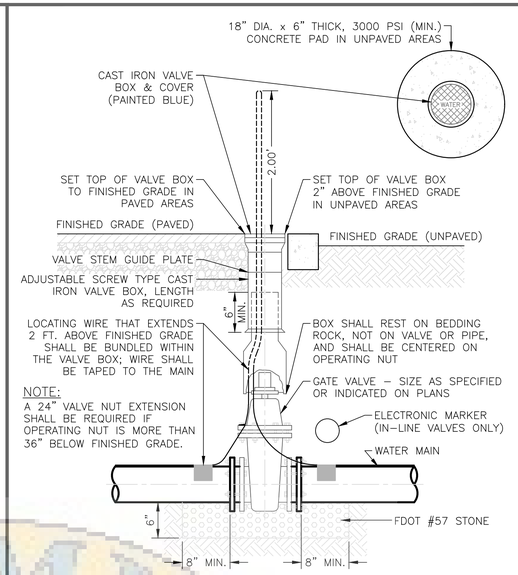


FIRE HYDRANT CLEARANCE ZONE
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

FIRE HYDRANT CLEARANCE ZONE

DWN. A. WISHART	SCALE: 1"=6'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-02		PW-02



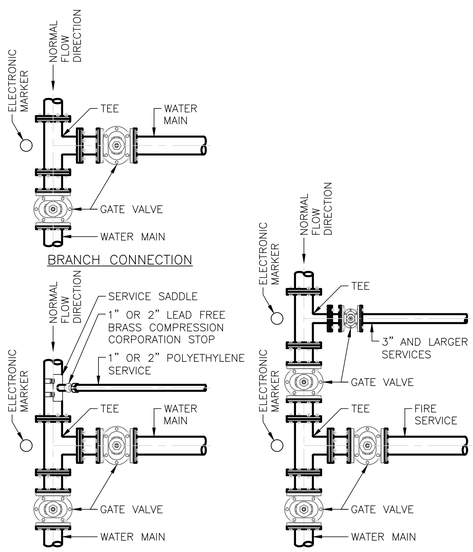
NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

GATE VALVE
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

GATE VALVE

DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-04		PW-04

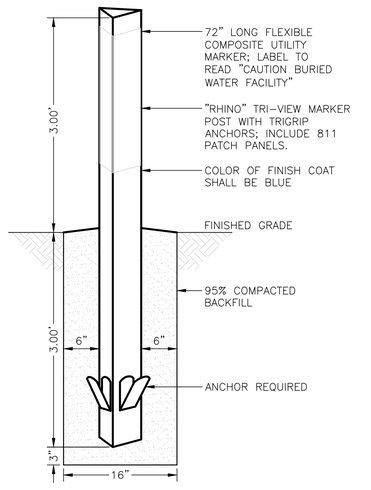


VALVE LAYOUT AT TEES AND SERVICES
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

VALVE LAYOUT AT TEES AND SERVICES

DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-05		PW-05

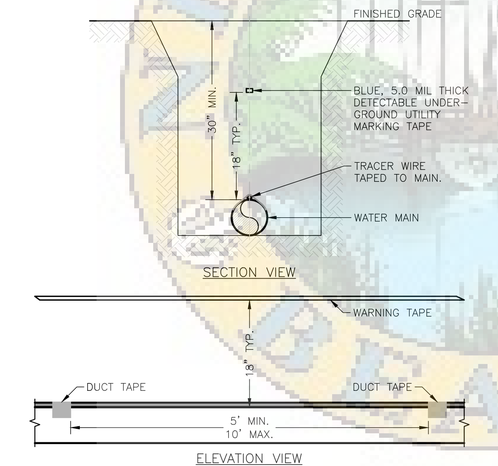


VALVE MARKER
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

VALVE MARKER

DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-06		PW-06



NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH–STRENGTH COPPER CLAD STEEL CONDUCTOR (HS–CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.

PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

PIPE LOCATING WIRE AND TAPE

DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-09		PW-09

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62–610 PART III	WATER MAIN, 3 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN, 10 FT PREFERRED, 3 FT MINIMUM	WATER MAIN, 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62–610 PART III	WATER MAIN, 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM, WATER MAIN

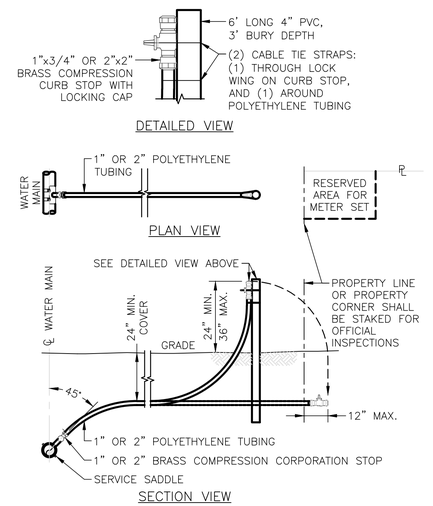
NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62–555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62–555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

UTILITY SEPARATION

DWN. A. WISHART	SCALE: 1"=3'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-10		PW-10



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE WATER SERVICE STUB OUT
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

1" OR 2"
SHORT SIDE
WATER SERVICE STUB OUT

DWN. A. WISHART	SCALE: 1"=3'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-14		PW-14

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	06-24-23	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
10	09-12-23	MLR	REVISED PER CLIENT REQUEST
11	12-26-23	MLR	REVISED PER NSBU
12	04-23-24	MLR	REVISED FOR MODEL HOME LAYOUT
13	09-04-24	MLR	

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

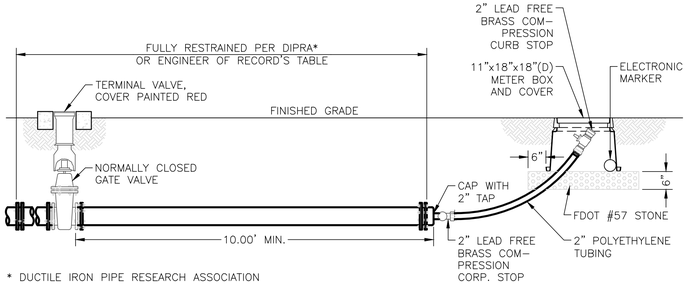
Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., OU=Engineering, CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Date: 2024.09.04 12:48:20 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

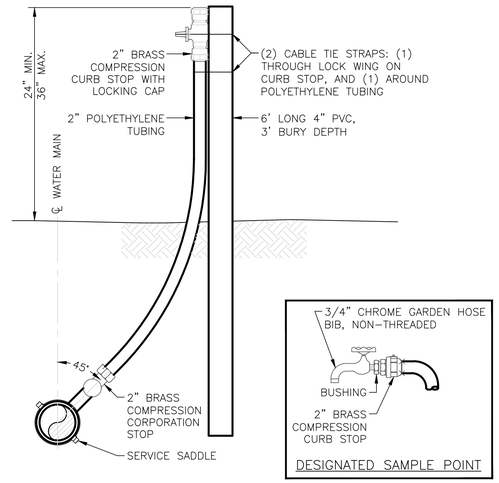
SHEET: C69 OF 76

18-18169 - SHELL POINTE CONVEY\FINAL ENGINEERING PLANS\CADD\SHEETS\67-76_18169-DET.DWG — PRINTED 9/4/2024 12:09 PM



* DUCTILE IRON PIPE RESEARCH ASSOCIATION

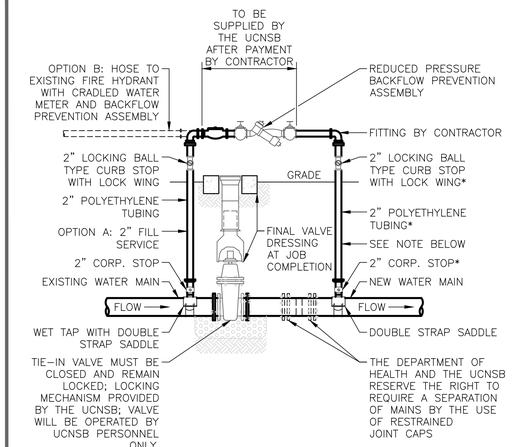
BLOW OFF VALVE ASSEMBLY
NTS UCNSB 6/15



DESIGNATED SAMPLE POINT

NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

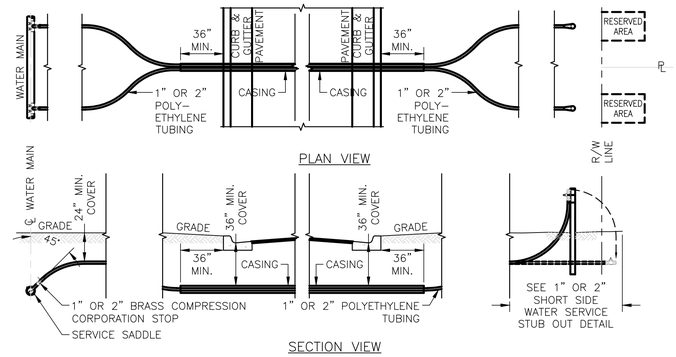
2" TEST SERVICE STUB OUT
NTS UCNSB 6/15



* THESE COMPONENTS COMPRISE THE TEST SERVICE.

NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

2" TEMPORARY CONSTRUCTION METER CONNECTION
NTS UCNSB 6/15



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE WATER SERVICE STUB OUT
NTS UCNSB 6/15

– TABLE FOR 150 PSI PIPE –

REDUCERS – REQUIRED LENGTH OF RESTRAINED PIPE AT LARGE SIDE (FT)*

DIAMETER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"	48"	54"
4"		44	79	108	134	159									
6"			46	81	113	141	166								
8"				44	82	115	144	171	196						
10"					45	84	117	147	175	226					
12"						45	84	118	149	204	274				
14"							45	84	118	179	254				
16"								44	83	151	232				
18"									44	119	207				
20"										83	180	258	324		
24"											115	207	281	345	
30"												114	204	280	349
36"													110	201	282
42"														108	203
48"															112

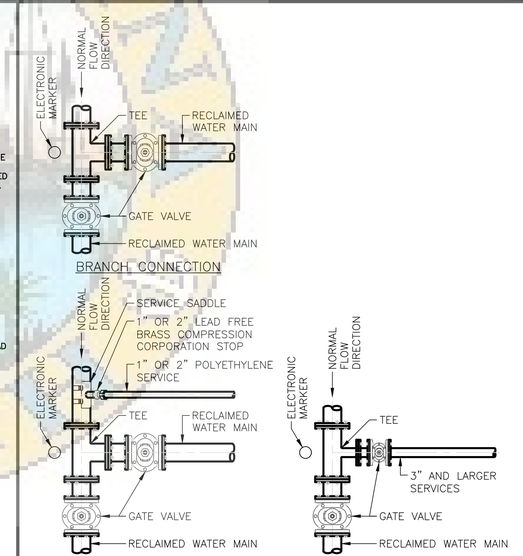
* A MINIMUM OF ONE LENGTH OF PIPE SHALL BE RESTRAINED ON THE SMALL SIDE.

PIPE SIZE	RESTRAINED JOINTS: LENGTH (FT) TO BE RESTRAINED								TIE ROD DATA ***	
(INCHES)	11-1/4°		22-1/2°		45°		90° ****		BOLTS– STUDS	SIZE
	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **		
4	2	2	4	4	8	9	20	22	TWO RODS	3/4
6	3	3	6	6	11	13	28	31	TWO RODS	3/4
8	3	4	7	8	15	17	35	40	TWO RODS	3/4
10	4	5	8	10	18	20	42	48	TWO RODS	3/4
12	5	5	10	11	20	23	49	55	THREE RODS	3/4
14	5	6	11	12	23	26	55	63	THREE RODS	3/4
16	6	7	12	14	25	29	62	70	THREE RODS	3/4
18	7	7	13	15	28	32	67	76	FOUR RODS	3/4
20	7	8	15	16	30	34	73	82	FIVE RODS	3/4
24	8	9	17	19	35	39	83	94	SIX RODS	3/4
30	10	11	19	22	40	45	97	110	SIX RODS	1

* APPLICABLE TO BARE OR DUCTILE IRON PIPE
** APPLICABLE TO PVC OR POLYWRAPPED PIPE
*** APPLICABLE TO DUCTILE IRON, FOR PVC USE UNIFLANGE
**** NOTE: IN-LINE VALVES, TEES (BRANCH), AND DEAD ENDS SHALL BE RESTRAINED SAME AS A 90° BEND

NOTES:
1. RESTRAINED JOINTS ARE REQUIRED FOR PIPE AND FITTINGS LARGER THAN 12". RESTRAINED JOINTS MAY BE USED FOR PIPE AND FITTINGS EQUAL TO AND SMALLER THAN 12" AT THE CONTRACTORS OPTION AND FOR NO ADDITIONAL COMPENSATION.
2. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
3. IN-LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
4. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" 2ND ED., 1989 AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS.
   WORKING PRESSURE 150 P.S.I.
   SOIL DESIGNATION SAND–SILT
   LAYING CONDITION TYPE 4
   MINIMUM DEPTH 2.5 FEET
   IF CONDITIONS ARE ENCOUNTERED WHICH DIFFER FROM THE ABOVE, THE CONTRACTOR MUST SUBMIT THRUST RESTRAINT CALCULATIONS TO THE ENGINEER FOR APPROVAL.
5. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO GREATER THAN SHOWN IN THE TABLE.
6. ALL TIE-RODS SHALL BE AISI 304 SS MATERIAL, INCLUDING WASHERS, NUTS AND BRACKETS.

RESTRAINED PIPE TABLE
NTS



VALVE LAYOUT AT TEES AND SERVICES
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

BLOW OFF VALVE ASSEMBLY			
DWN. A. WISHART	SCALE: 1" = 2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-08		PW-08

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

2" TEST SERVICE STUB OUT			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-16		PW-16

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

2" TEMPORARY CONSTRUCTION METER CONNECTION			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-17		PW-17

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

1" OR 2" LONG SIDE WATER SERVICE STUB OUT			
DWN. A. WISHART	SCALE: 1" = 5'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: PW-15		PW-15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

VALVE LAYOUT AT TEES AND SERVICES			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-02		RW-02

ZEV COHEN & ASSOCIATES, INC.
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WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS/ REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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		MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=melia.l.russell@outlook.com, O=Zev Cohen and Associates, Inc, OU=Professional Engineer, CN=Melia L Russell
Reason: I am the author of this document
Location: Florida
Date: 2024.09.04 12:09:47 -04'00'
Adobe Acrobat Version: 2024.002.20933
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C70 OF 76

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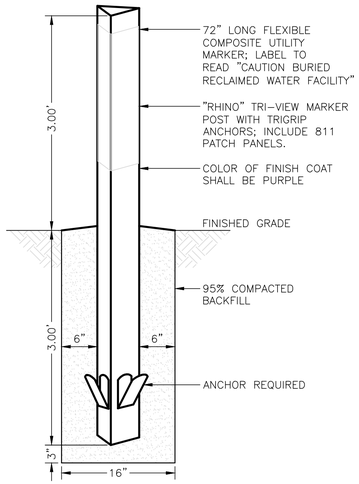
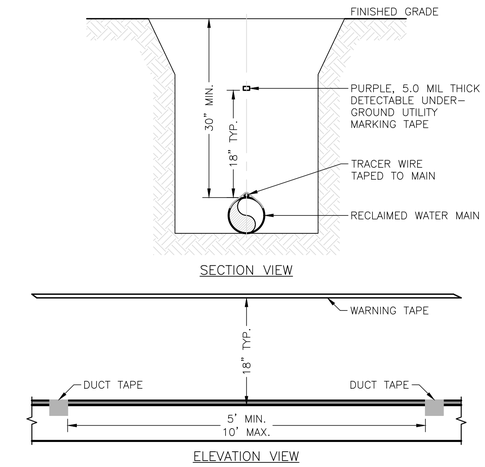


VALVE MARKER
NTS UCNSB 6/15

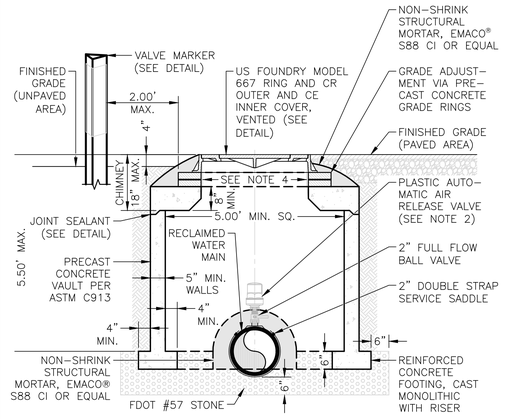
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
VALVE MARKER			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-03		RW-03



NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.

PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15

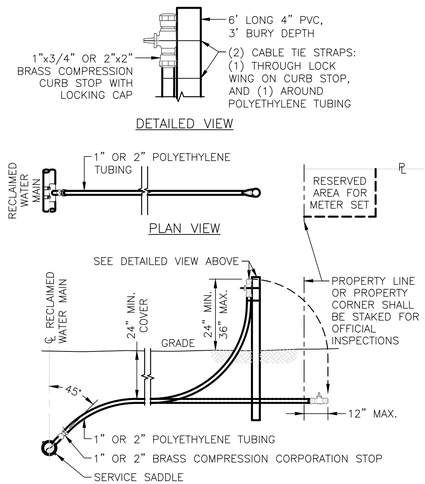
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
PIPE LOCATING WIRE AND TAPE			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-06		RW-06



NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR D-040P, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.

AIR RELEASE VALVE IN CONCRETE VAULT
NTS UCNSB 6/15

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
AIR RELEASE VALVE IN CONCRETE VAULT			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-08		RW-08



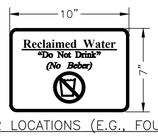
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE RECLAIMED WATER SERVICE STUB OUT
NTS UCNSB 6/15

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
1" OR 2" SHORT SIDE RECLAIMED WATER SERVICE STUB OUT			
DWN. A. WISHART	SCALE: 1"=3'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-11		RW-11



ENTRANCE AND POND/LAKE SIGNS

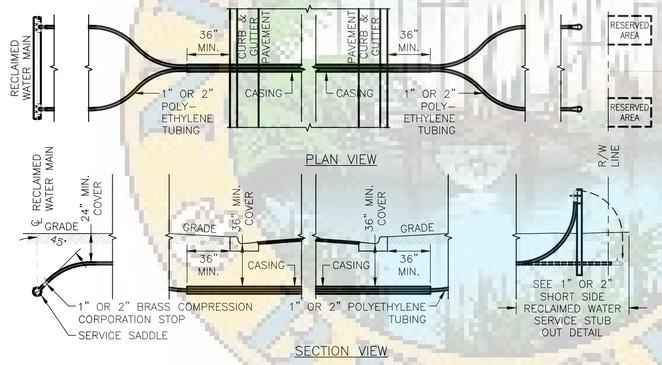


ALL OTHER LOCATIONS (E.G., FOUNTAINS)

NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

RECLAIMED WATER ADVISORY SIGNS
NTS UCNSB 6/15

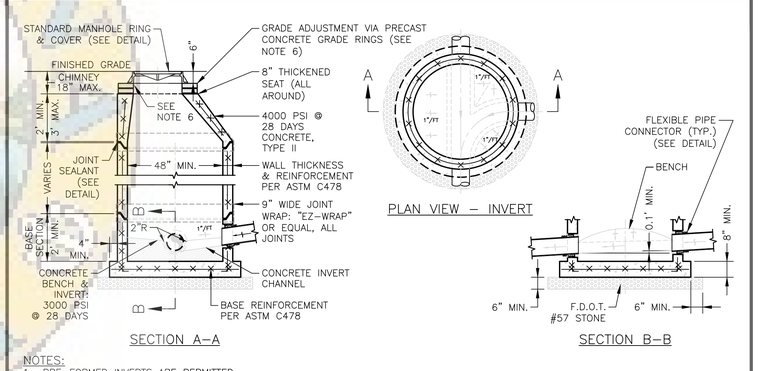
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
RECLAIMED WATER ADVISORY SIGNS			
DWN. A. WISHART	SCALE: 1"=0.5'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-13		RW-13



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE RECLAIMED WATER SERVICE STUB OUT
NTS UCNSB 6/15

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
1" OR 2" LONG SIDE RECLAIMED WATER SERVICE STUB OUT			
DWN. A. WISHART	SCALE: 1" = 5'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: RW-12		RW-12



NOTES:
1. PRE-FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.

STANDARD MANHOLE
NTS UCNSB 6/15

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
STANDARD MANHOLE			
DWN. A. WISHART	SCALE: 1" = 3'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-01		SS-01

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
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3	05-06-22	MLR	RESUBMITTED TO CITY
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12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

Melia L Russell
09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C71 OF 76

Digitally signed by Melia L Russell
DN: C=US, E=Melia L Russell, OU=ZEV COHEN & ASSOCIATES, INC., CN=Melia L Russell
Reason: I am approving this document
Location: Florida
Date: 2024-09-04 12:46:04 -04'00'
Adobe Acrobat version: 24.002.20933

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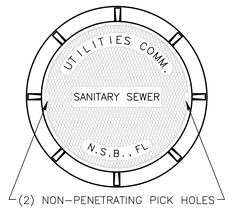
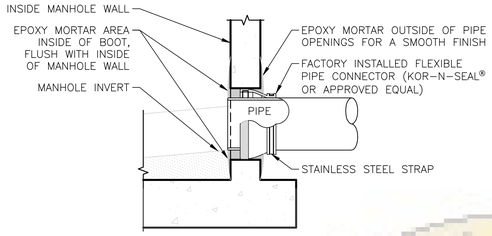


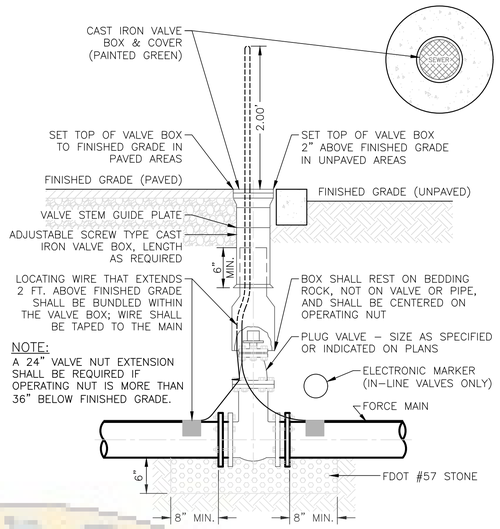
STANDARD MANHOLE RING AND COVER

NTS UCNSB 6/15



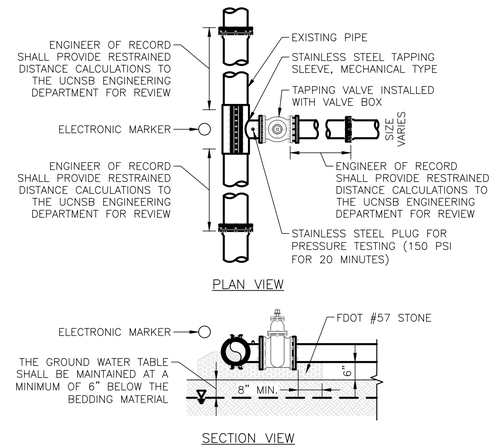
FLEXIBLE PIPE CONNECTION

NTS UCNSB 6/15



PLUG VALVE

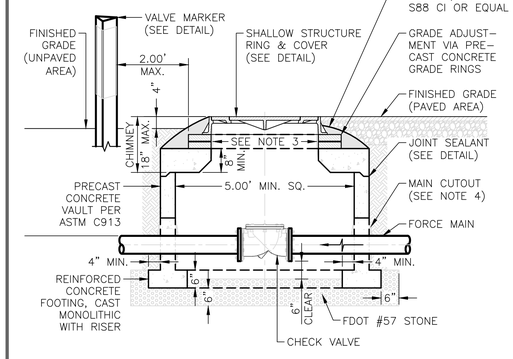
NTS UCNSB 6/15



NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

TAPPING SLEEVE AND VALVE

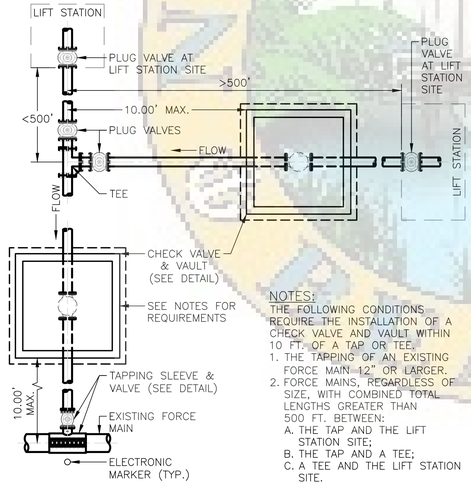
NTS UCNSB 6/15



NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. ONLY RUBBER GASKETS MAY BE USED WITH TAPPING AND CHECK VALVES AS WELL AS ALL MECHANICAL JOINTS; PAPER GASKETS ARE NOT PERMITTED.
3. EPOXY MORTAR INSIDE OF CHIMNEY/GRADE RINGS FOR A SMOOTH FINISH.
4. GROUT MAIN CUTOUT WITH NON-SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
5. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.

CHECK VALVE AND VAULT

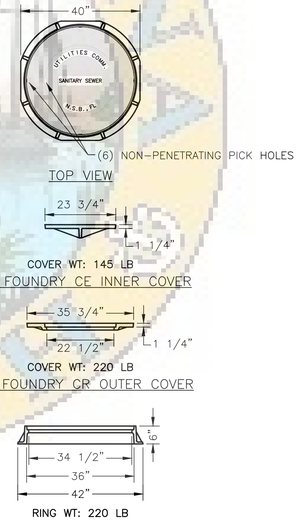
NTS UCNSB 6/15



NOTES:
THE FOLLOWING CONDITIONS REQUIRE THE INSTALLATION OF A CHECK VALVE AND VAULT WITHIN 10 FT. OF A TAP OR TEE:
1. THE TAPPING OF AN EXISTING FORCE MAIN 12" OR LARGER.
2. FORCE MAINS, REGARDLESS OF SIZE, WITH COMBINED TOTAL LENGTHS GREATER THAN 500 FT. BETWEEN:
   A. THE TAP AND THE LIFT STATION SITE;
   B. THE TAP AND A TEE;
   C. A TEE AND THE LIFT STATION SITE.

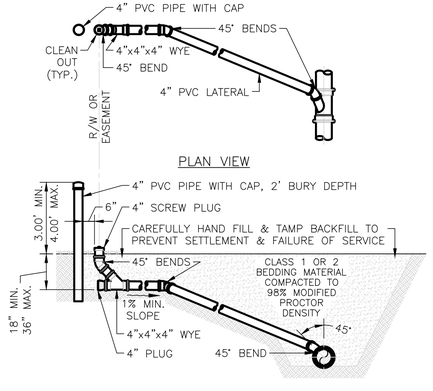
FORCE MAIN VALVE LAYOUT

NTS UCNSB 6/15



SHALLOW STRUCTURE RING AND COVER

NTS UCNSB 6/15



NOTE:
DOUBLE SEWER LATERALS ARE NOT PERMITTED.

SEWER LATERAL

NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

STANDARD MANHOLE RING AND COVER			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-04		SS-04

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

FLEXIBLE PIPE CONNECTION			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-07		SS-07

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

PLUG VALVE			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-08		SS-08

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

TAPPING SLEEVE AND VALVE			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-09		SS-09

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

CHECK VALVE AND VAULT			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-10		SS-10

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

FORCE MAIN VALVE LAYOUT			
DWN. A. WISHART	SCALE: 1"=4'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-11		SS-11

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

SHALLOW STRUCTURE RING AND COVER			
DWN. A. WISHART	SCALE: 1"=2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-05		SS-05

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL

SEWER LATERAL			
DWN. A. WISHART	SCALE: 1"=3'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-13		SS-13

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

Melia L Russell

Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=ZEV COHEN & ASSOCIATES INC, ou=ENGINEERING DEPARTMENT, email=mrussell@zevcohen.com, c=US
Reason: I am the author of this document
Location: Please verify the authenticity of this signature and contents by viewing in Adobe Reader or using GSAT
Date: 2024.09.04 12:48:29-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C72 OF 76

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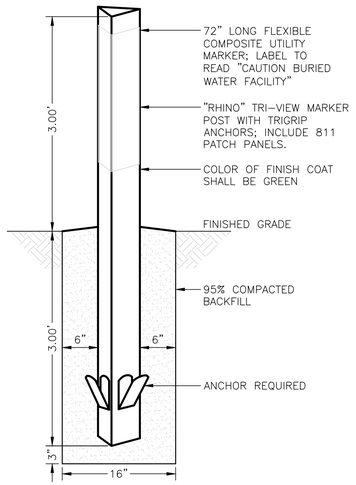
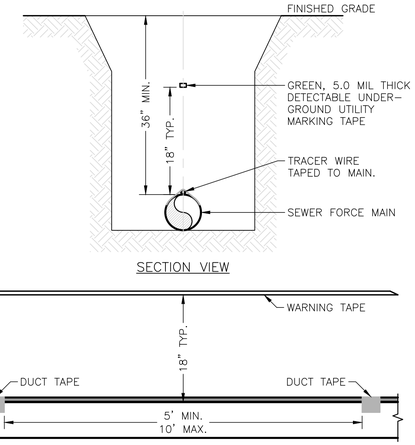


VALVE MARKER

NTS UCNSB 6/15

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
VALVE MARKER			
DWN. A. WISHART	SCALE: 1"=1"	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-15		SS-15

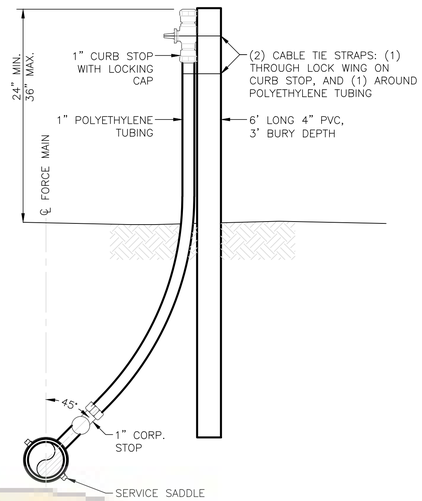


NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.

PIPE LOCATING WIRE AND TAPE

NTS UCNSB 6/15

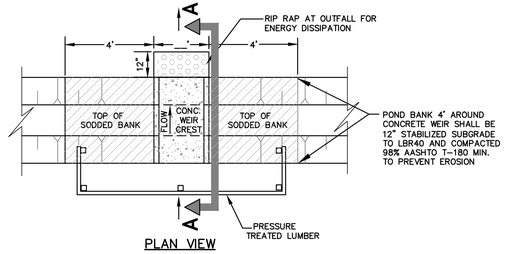
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
PIPE LOCATING WIRE AND TAPE			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-16		SS-16



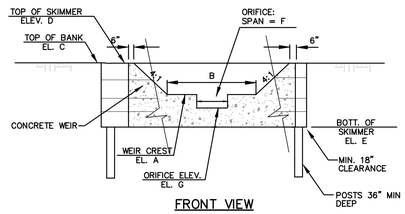
1" TEST SERVICE STUB OUT

NTS UCNSB 6/15

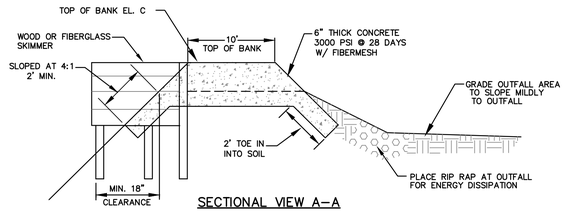
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
1" TEST SERVICE STUB OUT			
DWN. A. WISHART	SCALE: 1"=1'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-17		SS-17



PLAN VIEW



FRONT VIEW



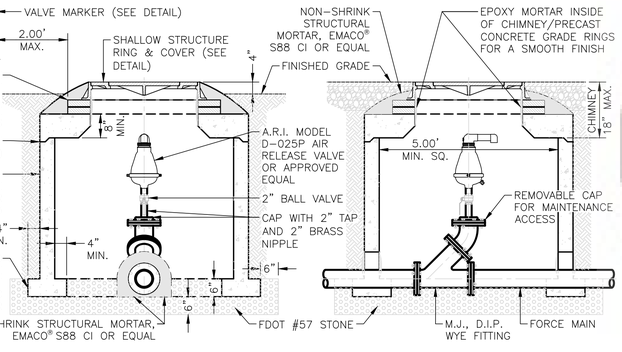
SECTIONAL VIEW A-A

CONCRETE OVERFLOW WEIR DATA						
WEIR NAME	WEIR CREST ELEV. A	WEIR CREST WIDTH B (FT)	TOP OF BANK ELEV. C	TOP OF SKIMMER ELEV. D	BOTT. OF SKIMMER ELEV. E	ORIFICE SPAN F (in)	ORIFICE ELEV. G (in)
W-DA-1	24	20	25	25	23		–
W-DA-6	24	20	25	25	22	84	22.4

CONCRETE OVERFLOW WEIR

NOTE: CONCRETE TO BE 28 DAY, 3000 P.S.I., 4" THICK MIN.

SCALE: NTS



SECTION VIEW (UNPAVED AREA EXAMPLE)

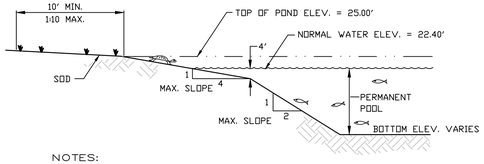
SECTION VIEW (PAVED AREA EXAMPLE)

NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. FITTINGS AND PIPE FOR VALVES SHALL BE LEAD FREE BRASS.
3. OPPOSING WYES SHALL BE POSITIONED FOR ENTRY/EXIT MAINTENANCE ACCESS.
4. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.

AIR RELEASE VALVE WITH CLEAN OUT

NTS UCNSB 6/15

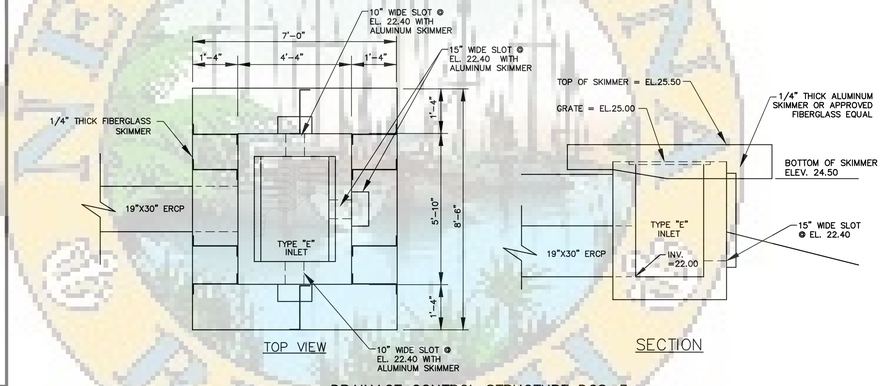
UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FL			
AIR RELEASE VALVE WITH CLEAN OUT			
DWN. A. WISHART	SCALE: 1" = 2'	REV.	SHEET 1 OF 1
CKD. D. HALE	DATE: 6/2015		
APP. D. WAINSCOTT	FILE: SS-12		SS-12



NOTES:
1. SOD IS TO BE PLACED TO EDGE OF WATER EXCEPT IN LITTORAL PLANTING AREAS.
2. EXTEND LIMITS OF SODDING TO A MINIMUM OF TWO (2') BEYOND TOP OF BANK OR MATCH EXISTING GRADE, WHICHEVER IS GREATER.
3. PERMANENT POOL DEPTH & VOLUME SHALL MEET THE REQUIREMENTS OF THE SJRWMD.

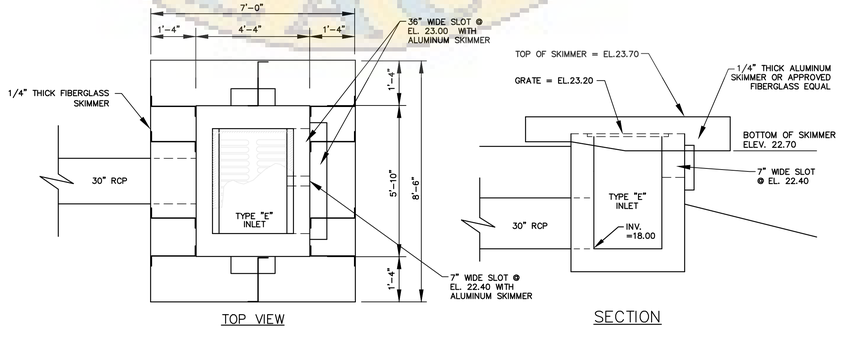
WET POND CROSS-SECTION

NTS



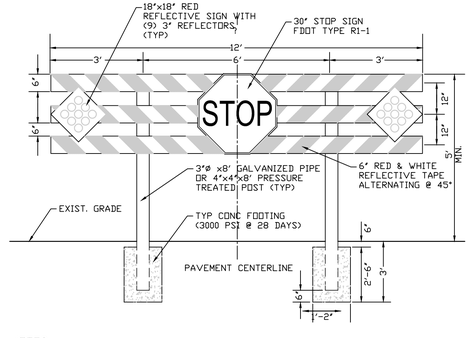
DRAINAGE CONTROL STRUCTURE DCS-3

N.T.S.



DRAINAGE CONTROL STRUCTURE DCS-4

N.T.S.



NOTES:
1. STOP SIGN SHALL CONFORM WITH CURRENT FEDERAL, STATE & LOCAL CODES & REGULATIONS.
2. STOP SIGN R1-1 SHALL BE OCTAGONAL IN SHAPE. ALUMINUM SHALL BE A MINIMUM OF 0.80 IN THICKNESS. LEGEND AND BOARDER OF WHITE (RETRODREFLECTIVE) AND A BACKGROUND OF RED (RETRODREFLECTIVE).
3. LEGEND AND BOARDER SIZES SHALL BE IN ACCORDANCE WITH THE MUTCD AND STANDARD HIGHWAY SIGNS MANUAL, LATEST EDITION, FOR THE SIZE OF SIGN REQUIRED FOR THE APPLICATION.
4. CONCRETE FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
5. SIGN SHALL BE MINIMUM 6'-0" CLEAR FROM EDGE OF PAVEMENT.
6. BARRICADE SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND LOAD.

ROAD BARRICADE DETAIL

NTS

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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12	04-23-24	MLR	REVISED PER NSBU
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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 67-76_18169-DET

XREFS: ---

XREFS: ---

Melia L Russell

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C73 OF 76

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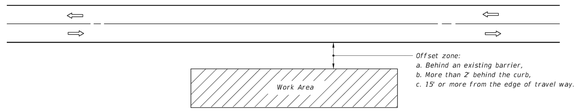


GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index 102-602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index 102-660.
5. For general TCZ requirements and additional information, refer to Index 102-600.

SYMBOLS

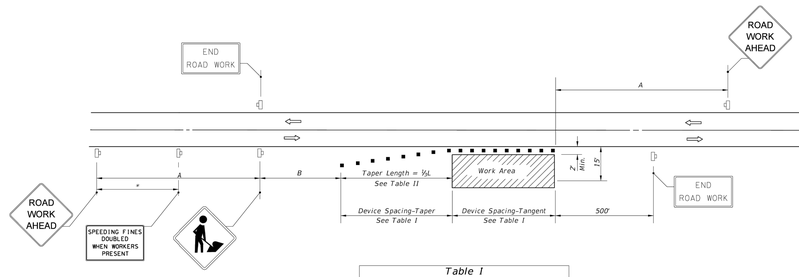
Work Area

Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX	SHEET
11/01/17				102-601	1 of 1



DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type 1 or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	
30	40	50	60	L=WS²/60
35	55	68	82	
40	72	90	107	
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

Work Area

Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of Flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX	SHEET
11/01/17				102-602	1 of 1

SYMBOLS:

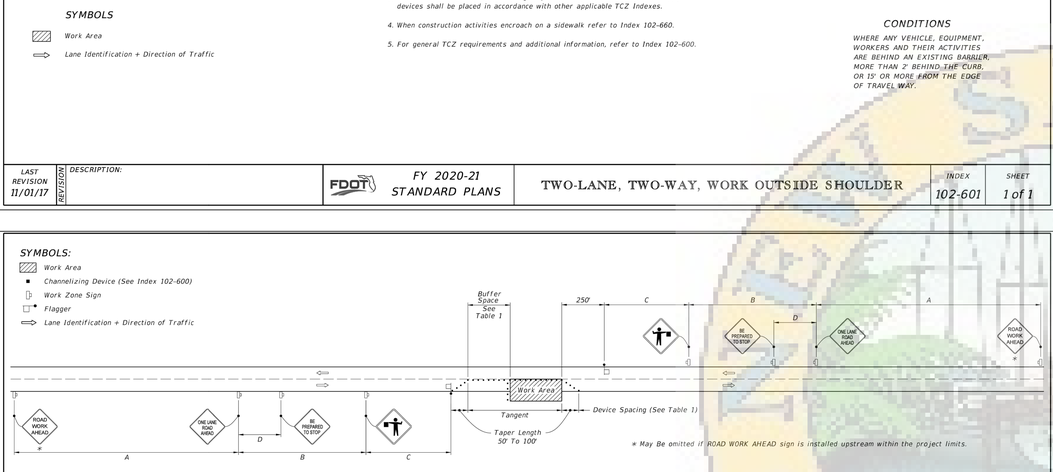
Work Area

Channelizing Device (See Index 102-600)

Work Zone Sign

Flagger

Lane Identification + Direction of Traffic



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:
   A. Railroad Crossings:
      a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
      b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   A. Use when both of the following conditions are met concurrently:
      a. Existing Posted Speed is 55 mph or greater;
      b. Work duration is greater than 60 minutes.
   B. Use a consistent Strip color throughout the work zone.
   C. Place each Rumble Strip Set transversely across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   A. Flag-carrying vehicle;
   B. Official vehicle;
   C. Pilot vehicles;
   D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   A. Work operations are 60 minutes or less.
   B. Speed limit is 45 mph or less.
   C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   E. Volume and complexity of the roadway has been considered.
   F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   G. AFADs are not in use.
8. See Index 102-600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

TABLE 1
DEVICE SPACING

Posted Speed	Maximum Spacing of Cones or Tubular Markers		Maximum Spacing of Type 1 or Type II Barricades/Panels/Drums		Distance Between Signs				Buffer Space
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/17				102-603	1 of 3

SYMBOLS:

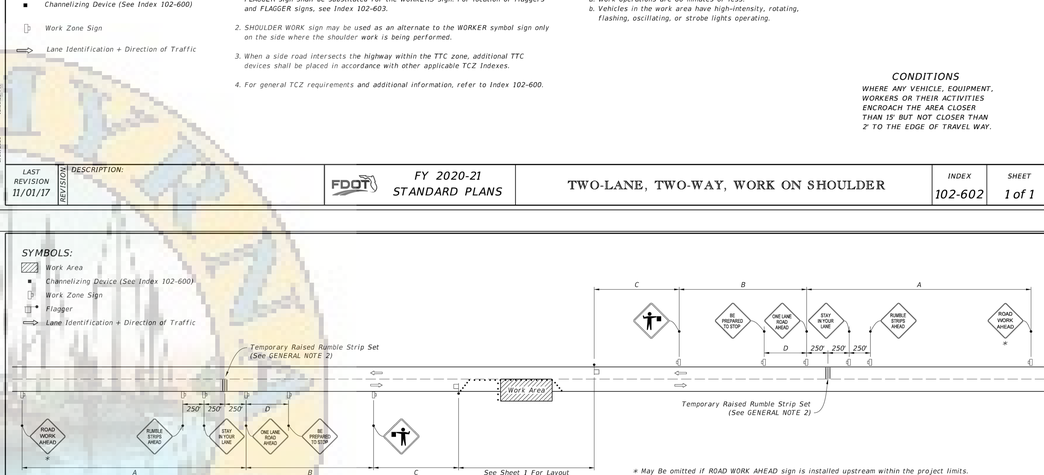
Work Area

Channelizing Device (See Index 102-600)

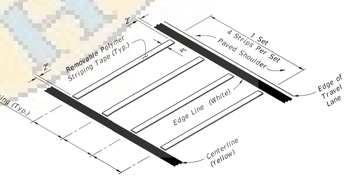
Work Zone Sign

Flagger

Lane Identification + Direction of Traffic

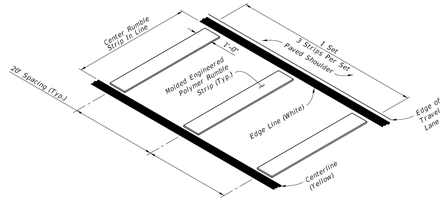


WITH TEMPORARY RAISED RUMBLE STRIPS
(When Required See GENERAL NOTE 2)



REMOVABLE POLYMER STRIPING TAPE

RUMBLE STRIP SET
OPTION - 1



MOLDED ENGINEERED POLYMER SET

RUMBLE STRIP SET
OPTION - 2

TEMPORARY RAISED RUMBLE STRIPS

LAST REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/17				102-603	2 of 3

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300 INTERCHANGE BLVD., STE C
OSNIOSBEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-08-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-30-23	MLR	FINAL SUBMITTAL TO CITY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-26-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 67-76_18169-DET
XREF'S: ----
XREF'S: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=ZEV COHEN & ASSOCIATES INC, ou=ENGINEERING, email=melia@zevcohen.com, c=US
Location: Please select all the document dot not validate individual seals unless all pages are validated. I am the author of this document.
Reason: I am the author of this document
Date: 2024.09.04 12:48:39-04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C74 OF 76

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FDOT STANDARD PLANS
FY 2020-21
STANDARD PLANS

ZEV COHEN & ASSOCIATES, INC.
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
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SUBMITTALS / REVISIONS
NO | DATE | BY
1 | 07-01-20 | MLR | INITIAL SUBMITTAL TO CITY
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Melia L Russell
09/04/2024
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KRISTOPHER T. ROWLEY, P.E., NO.84263
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PUMP STATION DATA TABLE

PUMP STATION NUMBER	DISCHARGE PIPE SIZE	INFLUENT PIPE SIZE	INFLUENT PIPE INV.	A	B	C	D	E	F	G	H	J	K	L	M	N	O	S	T	U	V	W	X	Y	Z	GPM*	TDH	HP	VOLT	PHASE	HERTZ
115	6"	10"	12.3'	8"	6'	18"	1'	2.5'	2.5'	1.25'	5'	6"	1.25'	1.25'	1.25'	1.25'	5'	22'	7.36'	8.86'	9.83'	10.8'	11.8'	26.83'	27.0'	185	72.4	7.2	240	3	60
116	6"	10"	12.4'	8"	6'	12"	1'	2.5'	2.5'	1.25'	5'	6"	1.25'	1.25'	1.25'	1.25'	5'	22.5'	8.18'	9.68'	10.29'	10.9'	11.9'	27.33'	27.5'	185	72.4	7.2	240	3	60
117	6"	10"	13.6'	8"	6'	12"	1'	2.5'	2.5'	1.25'	5'	8"	1.25'	1.25'	1.25'	1.25'	5'	22'	9.02'	10.52'	11.31'	12.1'	13.1'	26.83'	27.0'	185	72.4	7.2	240	3	60
EX. 95	6"	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	EX.	–.	EX.	EX.	10.21'	11.2'	12.2'	EX.	EX.	EX	72.4	7.2	200	3	60

* 100 GPM MINIMUM

LS-115 LOAD CALCULATIONS	
DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 7.2 HP EACH	19 A
25% OF LARGEST MOTOR	24 A
TOTAL MOTOR LOADS	38 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	70 A

000V, 000A, 3ø, 4W SERVICE

LS-116 LOAD CALCULATIONS	
DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 7.2 HP EACH	19 A
25% OF LARGEST MOTOR	24 A
TOTAL MOTOR LOADS	38 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	70 A

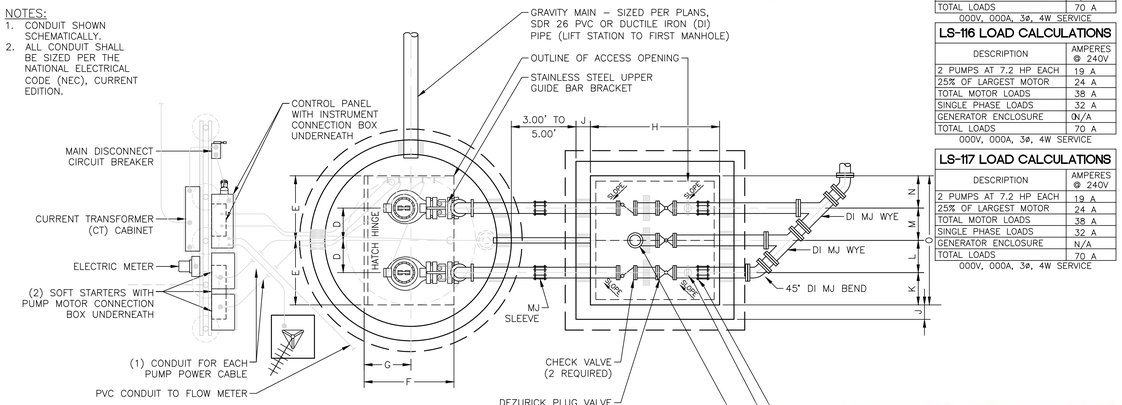
000V, 000A, 3ø, 4W SERVICE

LS-117 LOAD CALCULATIONS	
DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 7.2 HP EACH	19 A
25% OF LARGEST MOTOR	24 A
TOTAL MOTOR LOADS	38 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	70 A

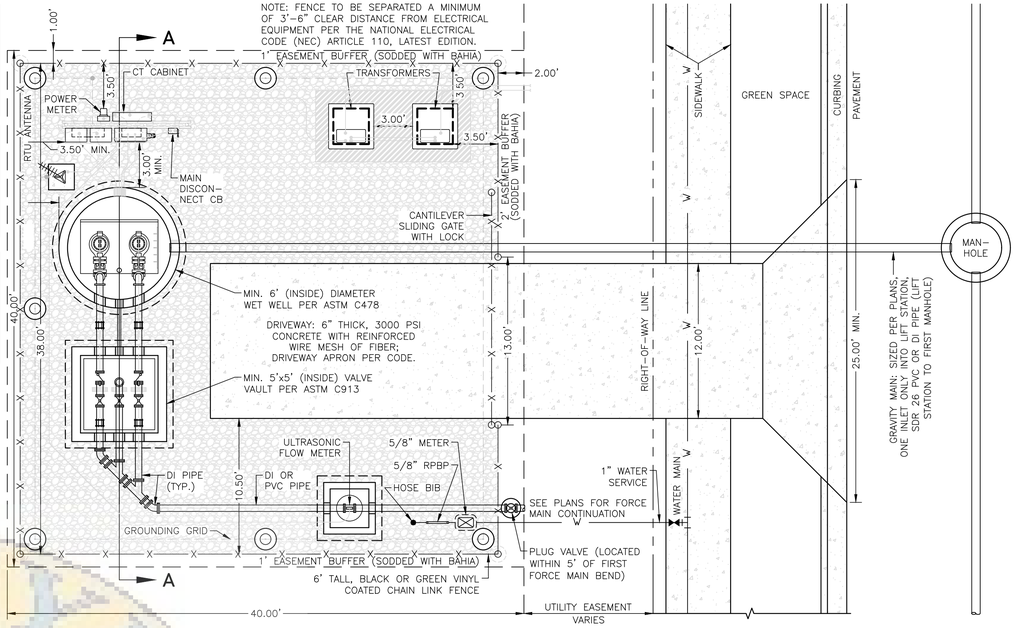
000V, 000A, 3ø, 4W SERVICE

10

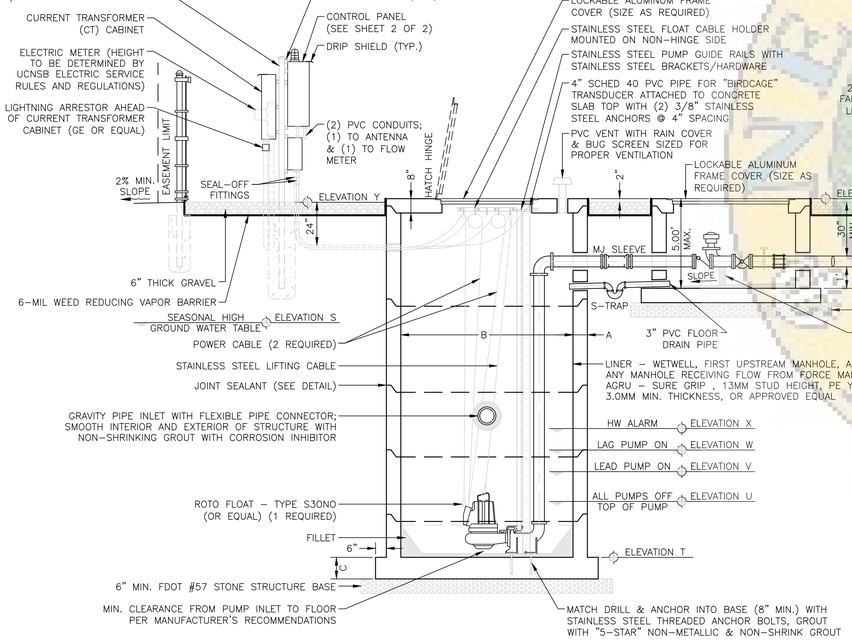
NOTES:
1. CONDUIT SHOWN SCHEMATICALLY.
2. ALL CONDUIT SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE (NEC), CURRENT EDITION.



WET WELL / VALVE VAULT PLAN VIEW
NTS UCNSB 6/15



STANDARD LIFT STATION SITE PLAN



MIN. 6' (INSIDE) DIAMETER WET WELL PER ASTM C478

MIN. 5' X 5' (INSIDE) VALVE VAULT PER ASTM C913

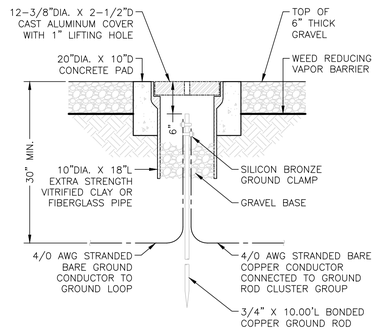
SECTION A–A

LIFT STATION NOTES:

1. LIFT STATION SITE SHALL BE A MINIMUM OF 40' X 40' IN SIZE, EXCLUSIVE OF OTHER EASEMENT(S).
2. VARIATIONS TO STANDARD SITE PLAN MUST BE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
3. ALL AREAS INSIDE OF FENCE SHALL BE COVERED WITH 6" DEEP FDOT #57 STONE OVER 6–MIL WEED REDUCING VAPOR BARRIER.
4. ELEVATION OF EASEMENT AREA SHALL BE SET TO PROVIDE POSITIVE DRAINAGE AWAY FROM LIFT STATION.
5. DRIVEWAY: 6" THICK, 3,000 PSI CONCRETE WITH REINFORCED WIRE MESH OF FIBER; DRIVEWAY APRON PER APPLICABLE STATE OR LOCAL CODES.
6. POTABLE WATER SERVICE WITH METER, BACKFLOW PREVENTION DEVICE AND HOSE BIB IS REQUIRED. HOSE BIB SHALL BE POSTED 36" ABOVE GRADE AND THREADED FOR HOSE ATTACHMENT.
7. ONLY ONE INVERT PER WETWELL.
8. A CLARK SONIC ULTRASONIC FLOW METER, WHEN REQUIRED BY THE FDEP, SHALL BE INSTALLED WITHIN A 3 FT. X 3 FT. (INSIDE) STRUCTURE CONFORMING WITH ASTM C913.
9. LIFT STATIONS INTENDED TO SERVE MORE THAN 500 ERU'S SHALL HAVE PROVISIONS FOR A PERMANENT BACK–UP GENERATOR OR OTHER POWER SOURCE AND A FULLY AUTOMATIC OPERATING TRANSFER SWITCH TO SUPPLY A MINIMUM OF 24 HOURS NORMAL OPERATION IN THE EVENT OF A POWER OUTAGE. ADDITIONAL EASEMENT IS REQUIRED FOR AN EXTERNAL FUEL TANK.
10. ALL STRUCTURE OPENINGS BELOW GRADE SHALL BE SEALED WITH NON–SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
11. ENGINEERS SHALL INCLUDE A DETAILED SITE PLAN FOR PROPOSED LIFT STATIONS AT A SCALE OF 1" = 10'. AT A MINIMUM, SITE PLANS SHALL INCLUDE:
    11.1. PROFILE OF GRAVITY PIPE.
    11.2. COMPLETE LIFT STATION GRADING PLAN.
    11.3. LOCATION OF ALL APPURTENANCES.
12. ELECTRICAL SERVICE SHALL BE FURNISHED AND INSTALLED PER UCNSB REQUIREMENTS.
13. ELECTRIC SERVICE METER AND ANTENNA SHALL BE LOCATED TO FIT FIELD CONDITIONS WITH THE UCNSB'S APPROVAL.
14. CONTRACTOR SHALL FURNISH AND INSTALL:
    14.1. ONE (1) PUMP CONTROL PANEL WITH THE FOLLOWING EQUIPMENT:
        14.1.1 ONE (1) TCU MODULE PROVIDED BY DATA FLOW SYSTEMS (DFS).
        14.1.2 CIRCUIT BREAKERS.
        14.1.3 DISCONNECT SWITCHES.
        14.1.4 OTHER MISCELLANEOUS ELECTRICAL EQUIPMENT AS INDICATED ON THE RISER DIAGRAMS AND ELECTRICAL CONTROL SCHEMATIC.
    14.2. MINIMUM: TWO (2) FULL VOLTAGE, NON–REVERSING, MOTOR STARTERS. STARTERS SHALL HAVE SOFT START CAPABILITIES; PUMPS SHALL BE DESIGNED FOR SOFT STARTERS AND SHALL BE THREE–PHASE UNLESS OTHERWISE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
15. ALL PIPE IN THE WET WELL AND VALVE VAULT SHALL BE DUCTILE IRON PIPE.

LIFT STATION WET WELLS ARE CLASSIFIED AS A CLASS 1 DIVISION 1 HAZARDOUS LOCATION

SEAL–OFF CONNECTIONS AND CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, AND BE INSTALLED PER, NEC ARTICLE 501



NOTE:
REFER TO PROJECT SPECIFICATION FOR MINIMUM SYSTEM RESISTANCE TO GROUND. IF THIS RESISTANCE CANNOT BE MET WITH SINGLE 10.00' RODS, ADD ADDITIONAL SECTIONS TO RODS OR ADD NEW RODS AS REQUIRED, SPACED AT 6.00' TO 10.00' OC.

GROUND ROD/GROUND LOOP TEST POINT
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

SUBMERSIBLE PUMP STATION WITH < 25 HP PUMPS

DWN: A. WISHART	SCALE: NONE	SHEET 1 OF 2
CKD: D. HALE	DATE: 6/2015	
APP: D. WAINSCOTT	REF:	
CAD FILE: SS–18	ISSUED:	SS–18

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-08-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-24-23	MLR	FINAL APPROVAL FROM COUNTY
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-05-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREFS: ----
XREFS: ----

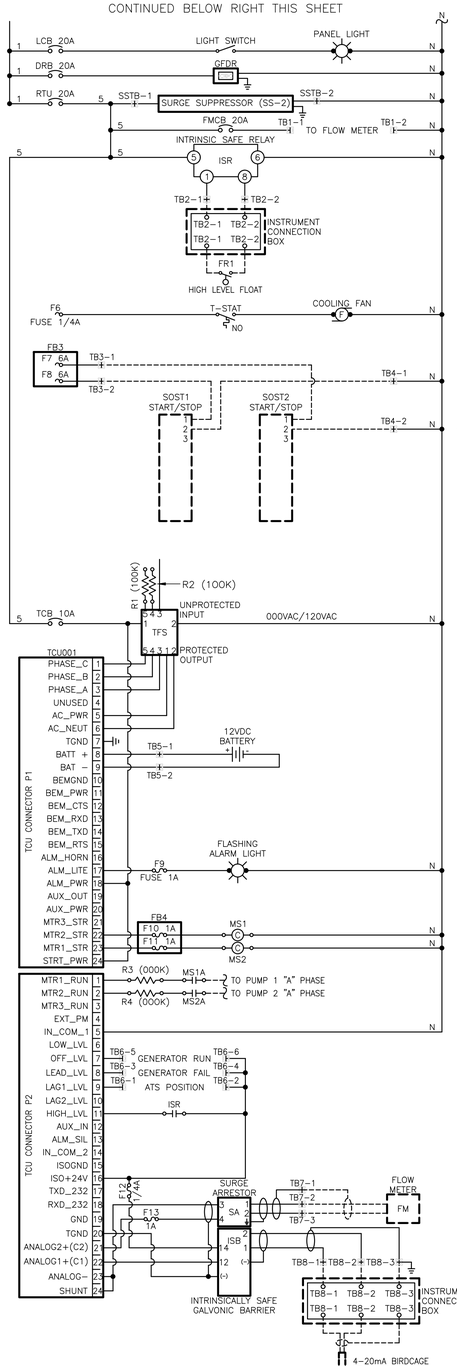
Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, Inc, OU=Engineering, CN=Melia L Russell, 0.9.2342.19200300.100.1.1=mrussell
Reason: I am the author of this document
Location: Your Signing Location is: electronically signed
Date: 2024.09.04 12:09:47 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

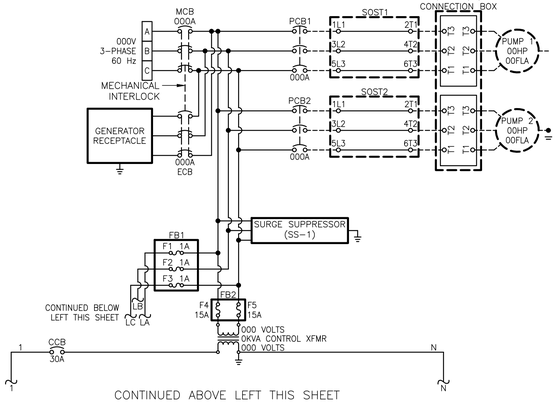
SHEET: C75 OF 76

S:\18169 – SHELL POINT COLONY\FINAL ENGINEERING PLANS\DWGS\67-76_18169-DET.DWG – PRINTED 9/4/2024 12:09 PM



CONTROL PANEL WIRING DIAGRAM
NTS UCNSB 6/15

NOTE: CONTRACTOR SHALL COORDINATE PANEL WIRING AND COMPONENTS WITH THE U.C.N.S.B., DATA FLOW SYSTEMS, AND THE NON-CLOG SUBMERSIBLE PUMP SUPPLIER.



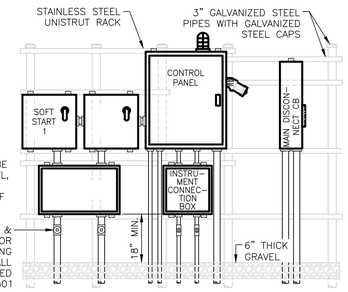
ABBREVIATIONS

A	AMPS	DRB	DUPLEX RECEPTACLE BREAKER	ISR	INTRINSICALLY SAFE RELAY	NO	NORMALLY OPEN
AC	ALTERNATING CURRENT	ECB	EMERGENCY CIRCUIT BREAKER	LA	"A" PHASE LINE	OL	OVERLOAD
ALM	ALARM	EXT	EXTERNAL	LB	"B" PHASE LINE	PDP	POWER DISTRIBUTION PANEL
ATS	AUTOMATIC TRANSFER SWITCH	FB#	FUSE BLOCK [NUMBER]	LC	"C" PHASE LINE	PM	PHASE MONITOR
AUX	AUXILIARY	FLA	FULL LOAD AMPS	LCB	LIGHT CIRCUIT BREAKER	PWR	POWER
BATT	BATTERY	FM	FLOW METER	LVL	LEVEL	R#	RESISTOR [NUMBER]
C	CONDUIT	FMCB	FLOW METER CIRCUIT BREAKER	mA	MILLIAMPS	RTS	REQUEST TO SEND
CB	CIRCUIT BREAKER	FR	FLOAT REGULATOR	MCB	MAIN CIRCUIT BREAKER	RTU	REMOTE TERMINAL UNIT
CCB	CONTROL CIRCUIT BREAKER	GFDR	GROUND FAULT DUPLEX RECEPTACLE	MCP	MOTOR CIRCUIT PROTECTOR	RXD	RECEIVE DATA
COM	COMMON	GND	GROUND	MS	MOTOR STARTER	SA	SURGE ARRESTOR
CTS	CLEAR TO SEND	HP	HORSEPOWER	MTR	MOTOR	SS	SURGE SUPPRESSOR
DFS	DATA FLOW SYSTEMS, INC.	ISB	INTRINSICALLY SAFE BARRIER	N, NEUT	NEUTRAL	SIL	SILENCE

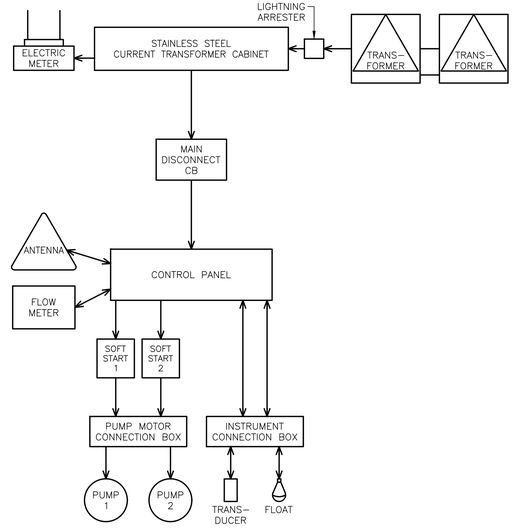
SOST	SOFT STARTER	TB#	TERMINAL BLOCK [NUMBER]
T-STAT	THERMOSTAT	TCU	TELEMETRY CONTROL UNIT
TXD	TRANSMIT DATA	TFS	TRANSIENT FILTER SHIELD
V	VOLTS	TGND	SAFETY GROUND
VAC	VOLTS ALTERNATING CURRENT		
VDC	VOLTS DIRECT CURRENT		
VFD	VARIABLE FREQUENCY DRIVE		
XFMR	TRANSFORMER		

NOTES:
1. ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
2. ALL ENCLOSURES SHALL BE TYPE 316 STAINLESS STEEL, NEMA 4X RATED, WITH GASKETED WEATHER-PROOF DOORS.

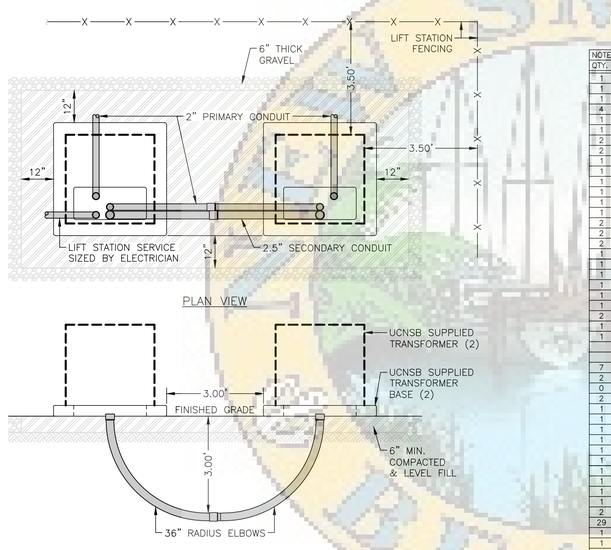
SEAL-OFF CONNECTIONS & CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, & BE INSTALLED PER, NEC ARTICLE 501



EQUIPMENT RACK ELEVATION (WET WELL SIDE)
NTS UCNSB 6/15



CONTROL RISER SINGLE LINE DIAGRAM
NTS UCNSB 6/15



NOTES:
1. TRANSFORMER FOUNDATION TO BE PLACED ON A 6" MINIMUM COMPACTED AND LEVEL LAYER.
2. THE GROUND SHALL BE LEVELED AND THOROUGHLY COMPACTED BEFORE PAD IS INSTALLED.
3. ALL CONDUITS ARE TO BE STUBBED UP IN THE MIDDLE AT THE FORWARD MOST PORTION OF THE ACCESS PORT.
4. ALL SERVICE ELBOWS MUST BE STUBBED OUT PRIOR TO SETTING THE TRANSFORMER.
5. IF THE CUSTOMER PLANS TO RUN A NUMBER OF CONDUCTORS BEYOND THE MAXIMUM ALLOWED, A JUNCTION BOX MAY BE REQUIRED FOR TERMINATION OF CUSTOMER'S CONDUCTORS.
6. FILLED SERVICE CONDUITS SHALL BE TO THE REAR OF THE PAD WITH SPARE SERVICE CONDUITS TO THE FRONT.
7. CONTACT THE UCNSB REPRESENTATIVE FOR DETERMINATION OF NEED FOR TRAFFIC BARRIERS. EXACT ORIENTATION OF THE TRANSFORMER IN THE FIELD MUST BE APPROVED BY THE UCNSB.
8. IN AREAS WHERE TRANSFORMERS ARE TO BE ELEVATED ABOVE FINISHED GRADE, THE UCNSB ENGINEERING DEPARTMENT MUST BE CONTACTED TO COMPLY WITH SPECIAL RULES.
9. EIGHT (8) SERVICES MAXIMUM IN TRANSFORMER.
10. CONDUCTORS TO BE MARKED WITHIN 12" OF CONDUIT WITH PHYSICAL ADDRESS AND COLORED TAPE.

LIFT STATION SINGLE-PHASE PAD MOUNTED TRANSFORMERS SETTING
NTS UCNSB 6/15

NOTE: ALL PARTS LISTED ARE "OR APPROVED EQUAL".

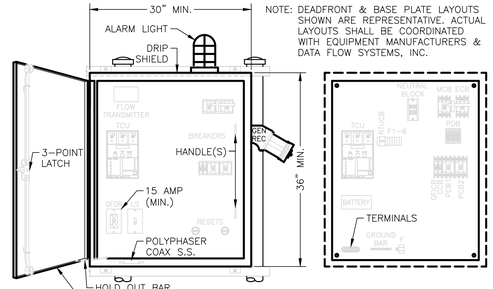
QTY.	ABBR.	DESCRIPTION	MANUFACTURER, PART#
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 36X30X12 W/3PT. LATCH
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X30X8 (PUMP CONNECTION BOX)
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X18X8 (INSTR. CONNECTION BOX)
4		DIN RAIL, 1 METER	SCHNEIDER ELECTRIC, 16-700DIN
1	MCB	MAIN CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
1	ECB	EMERGENCY CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PCB1,2	PUMP CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PDPCB	POWER DISTRIBUTION PANEL CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	CCB	CONTROL CIRCUIT BREAKER, 30A	SQUARE D, QOU130
1	LCB	LIGHT CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	DRB	GFDR CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	RTUCB	RTU CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	FMCB	FLOW METER CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	TCB	TFS/TCU CIRCUIT BREAKER, 10A	DFS, 014-0010
2	F4,5	FUSE, 15A	BUSSMANN, FNQR15
2	F6,10	FUSE, 1/4A	BUSSMANN, KLM-1/4
2	F7,8	FUSE, 6A	X, X
1	XFMR	0KVA, 000V/000V, CONTROL TRANSFORMER	SQUARE D, X
1	GFDR	120V GROUND FAULT DUPLEX RECEPTACLE	HUBBELL, GFR5252IA
1	LS	LIGHT SWITCH & FACE PLATE	HUBBELL, CS1201I, & P1
1		PANEL LIGHT	AMERICAN LIGHTING, ILXC-2H-WH
1		COOLING FAN	EBM-PAPST, ACI 4420 HH
1		FLASHING ALARM LIGHT	INGRAM PRODUCTS, INC., SBN120AC
2	MS1,2	MOTOR STARTER RELAY	(GENERAL PURPOSE RELAY, DPDT, 24VDC)
1	TCU	TAC PACK TELEMETRY CONTROL UNIT - TCU001	DFS, DFS-00367-011-02
1		WIRE/COMPONENT HARNESS	DFS, DFS-00396-108-02
7	F#	FUSE AND HOLDER, WAGO	DFS, DFS-00271-008-09, 1AMP SLOW BLOW
2	R1,2	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07 (REQ'D FOR 480V)
0	R3,4	RESISTOR BLOCK, 47K, WAGO	DFS, DFS-00271-008-01
2	R3,4	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07
1	TFS	TRANSIENT FILTER SHIELD - TFS001	DFS, DFS-00306-008-01
1		POLYPHASER COAXIAL SURGE PROTECTION KIT	DFS, DFS-00292-008-01
1		BATTERY BACKUP	DFS, DES-00363-008-02
1		46" RF PIGTAIL	DFS, DFS-00125-008-12
1	SS1	000V SURGE SUPPRESSOR	DITEK, DTK-
1	SS2	120V SURGE SUPPRESSOR (DFS MODEL SPS001)	DITEK, DTK-120HW
1	ISR	INTRINSICALLY SAFE RELAY	ATC DIVERSIFIED, ISO-120-AFA
1	SA	SURGE ARRESTOR	PHOENIX CONTACT, TT-2-PE-24DC, 2838186
1		END COVER FOR SURGE ARRESTOR	PHOENIX CONTACT, 2838995
1	ISB	INTRINSICALLY SAFE BARRIER	DWYER INSTRUMENTS, MTL5041
2		PUMP SPLICER TERMINAL BLOCK	BUSSMANN, 16204-3
29	TB#	TERMINAL BLOCK	SQUARE D, 9080GR6
1		FOLDING LAPTOP SHELF, 18"	SCHAEFER'S ELECTRICAL ENCLOSURES, SP-SHELF18
1	GEN. REC	GENERATOR RECEPTACLE	RUSSELLSTOLL, JRSB1044FR
1	FLOAT	ROTO-FLOAT SWITCH	ANCHOR SCIENTIFIC, 530NO
1	BCT	BIRDCAGE® LEVEL TRANSDUCER	BLUE RIBBON CORP., BC001
2	SOST1,2	SOFT STARTER	BALDOR, MST-000-XX
1	FM	FLOW METER, ULTRASONIC	CLARK SONIC®, CSLFC

CONTROL PANEL ELECTRICAL BILL OF MATERIALS
NTS UCNSB 6/15

120V SCHEDULE SHOWN FOR GENERAL INFO ONLY. CIRCUIT BREAKERS ARE AN INTEGRAL PART OF THE FACTORY ASSEMBLED CONTROL PANEL. SEE SCHEMATIC FOR DETAILS.

CKT	DESCRIPTION	VA	BKR	WIRES	CONDUIT
PCB1,2	PUMP	000	0P-00A	2-#12, 1-#12 GND	INTERNAL
CCB	CONTROL CB/DFS TCU	500	1P-30A	2-#12, 1-#12 GND	INTERNAL
LCB	PUMP CP LIGHT	240	1P-20A	2-#12, 1-#12 GND	INTERNAL
DRB	PUMP CP RECEPTACLE	360	1P-20A	2-#12, 1-#12 GND	INTERNAL
RTU	REMOTE TELEMETRY UNIT	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
FMCB	FLOW METER	100	1P-20A	2-#12, 1-#12 GND	INTERNAL
TCB	TRANSIENT FILTER SHIELD	300	1P-10A	2-#12, 1-#12 GND	INTERNAL
MS1A	PUMP 1 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
MS2A	PUMP 2 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
F11	FLOW TRANSMITTER	1A	1A FUSE	2-#12, 1-#12 GND	INTERNAL
	TOTAL	0000			

LIFT STATION CONTROL PANEL SCHEDULE
NTS UCNSB 6/15



NOTE: DEADFRONT & BASE PLATE LAYOUTS SHOWN ARE REPRESENTATIVE. ACTUAL LAYOUTS SHALL BE COORDINATED WITH EQUIPMENT MANUFACTURERS & DATA FLOW SYSTEMS, INC.

TYPE 316 STAINLESS STEEL CONTROL CABINET, NEMA 4X, 36"H x 30"W x 12"D (MIN. DIMENSIONS), W/ GASKETED WEATHER-PROOF DOOR & PADLOCK HASP WITH INTERNAL "DEAD FRONT" SAFETY DOOR

ENCLOSURE & DEADFRONT LAYOUT

BASE PLATE LAYOUT

CONTROL PANEL ELEVATION
NTS UCNSB 6/15

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

SUBMERSIBLE PUMP STATION
WITH < 25 HP PUMPS

DWN: A. WISHART	SCALE: NONE	SHEET 2 OF 2
CKD: D. HALE	DATE: 6/2015	
APP: D. WAINSCOTT	REF:	
CAD FILE: SS-18	ISSUED:	SS-18

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	08-24-22	MLR	REVISED PER CLIENT REQUEST
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 67-76_18169-DET
XREFS: ----
XREFS: ----

Melia L Russell
Digitally signed by Melia L Russell
DN: C=US, E=mlr@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., OU=Zev Cohen and Associates, CN=Melia L Russell
Reason: I am the author of this document
Location: You can verify the validity of this file at www.adobe.com/go/validate_certificates
Date: 2024.09.04 12:48:49 -04'00'

09/04/2024

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C76 OF 76

SMYRNA

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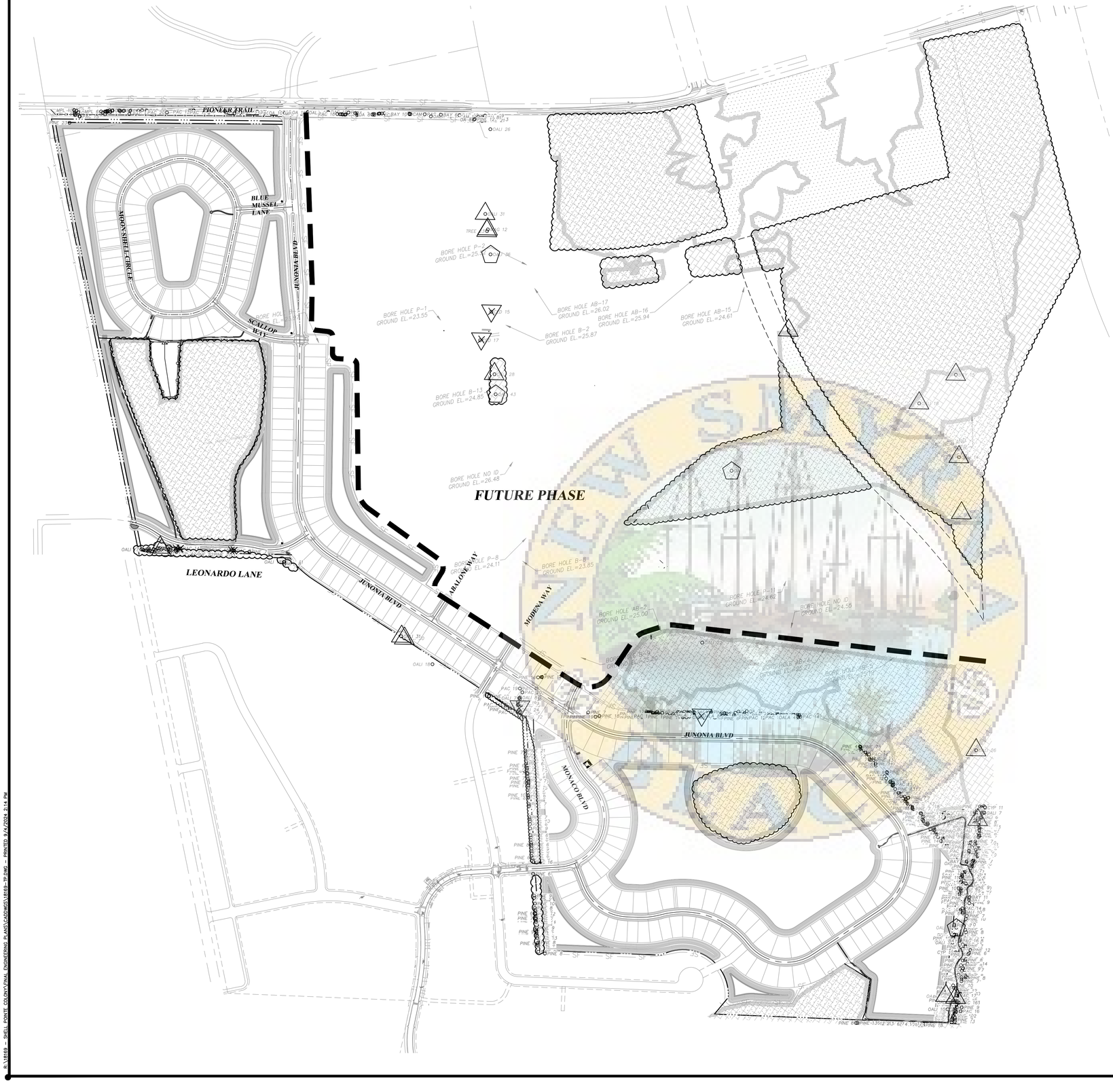


LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO REMAIN
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES LIMITS OF PH1 CALCULATIONS

15% TREE PRESERVATION

TOTAL SITE ACREAGE	543 AC.
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 543 AC. x 15% = 81.45 AC.	81.45 AC.
UNDISTURBED TREE PRESERVATION AREA	178.19

30% NATURAL PRESERVATION

TOTAL SITE ACREAGE	543 AC.
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 543 AC. x 30% = 81.45 AC.	162.9 AC.
UNDISTURBED TREE PRESERVATION AREA	178.19

MINIMUM ON SITE TREES

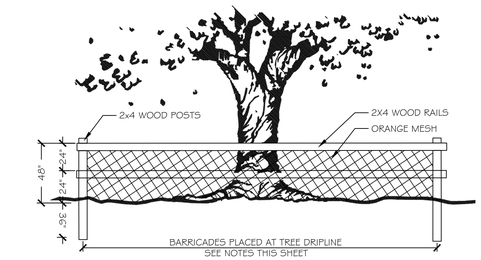
PH1 SITE ACREAGE	162.4 AC.
MINIMUM TREES REQUIRED ON SITE CALCULATION: 7,074,144 S.F. / 2500 S.F. = 2,830	2,830
EXISTING SPECIMEN & HISTORIC TREES TO BE PRESERVED	17
NUMBER OF TREES PROVIDED ON PH1 LANDSCAPE PLAN	986
TREES REQUIRED FOR 312 PH1 RESIDENTIAL LOTS	624
TOTAL NUMBER OF PROPOSED TREES	1,571
TREES PRESERVED IN PHASE1 TREE PRESERVATION AREAS	± 1,242
TOTAL NUMBER OF TREES PROVIDED & PRESERVED IN PH1	±2,830

SPECIMEN TREE REQUIREMENTS

TOTAL SITE ACREAGE	543 AC.
SPECIMEN TREES ON SITE	23
SPECIMEN TREES PER ACRE	.04
SPECIMEN TREES REQUIRED TO BE PRESERVED	18
(CALCULATION: 20 TREES x 80% = 16 TREES)	
SPECIMEN TREES PRESERVED	19

HISTORIC TREE REQUIREMENTS

TOTAL HISTORIC TREES ON SITE	4
HISTORIC TREES PRESERVED	4



1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
   - -UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
   - -SKINNING AND BRUISING OF BARK
   - -SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP LINE
   - -FOOT OR VEHICULAR TRAFFIC
   - -PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 2X4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN OUT TO THE DRIPLINE OR 1' OF RADIUS PER 1" OF TRUNK DIAMETER, WHICHEVER IS GREATER. ONLY HAND CLEARING IS ALLOWED WITHIN THIS AREA, AND NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. NO WORK OR GRADE CHANGES ARE TO TAKE PLACE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE APPROVING AGENCY'S FORESTER PER THE LAND DEVELOPMENT CODE.

1 TREE PROTECTION BARRICADE DETAIL

N.T.S. P:\LA-TRE-TREE-01

NOTE: ALL PRESERVED TREES ARE TO HAVE TREE PROTECTION BARRICADES INSTALLED PER DETAIL 1 THIS SHEET. NO CHANGE OF GRADE IS ALLOWED WITH THE DRIP LINE. THE DRIP LINES OF THE TREE ARE TO BE FIELD VERIFIED AT TIME OF TREE PROTECTION BARRICADE INSTALLATION BY SITE CONTRACTOR.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
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7	06-13-25	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-25	MLR	RESUBMITTED TO COUNTY
9	09-03-25	SWK	FINAL CITY APPROVAL

FOR REVIEW ONLY NOT FOR CONSTRUCTION

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-TP
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

Jake E Stehr
This item has been digitally signed and sealed by Jake Stehr on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies
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JAKE E. STEHR, PLA, NO 6667462
NOT VALID WITHOUT SEAL

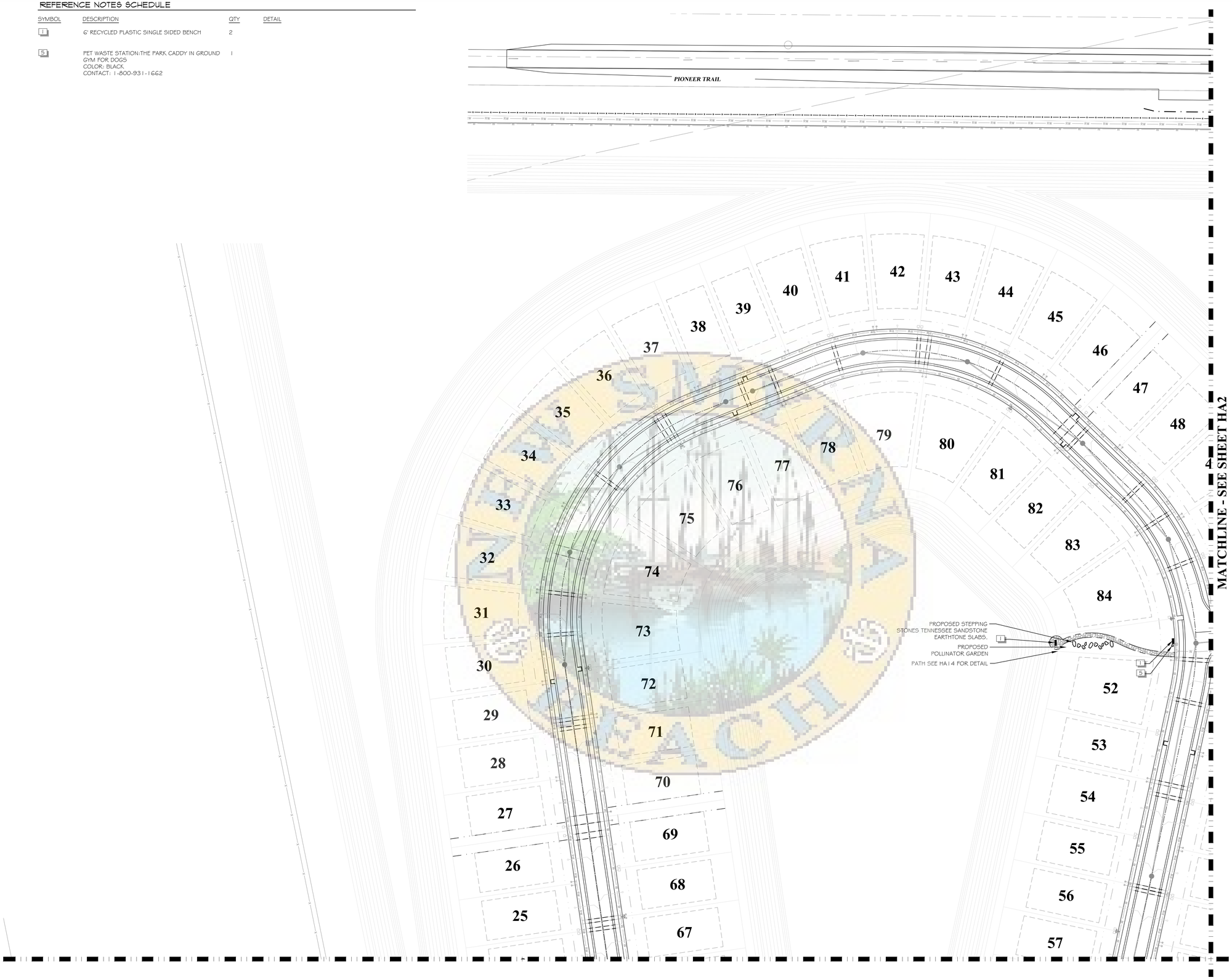
LANDSCAPE ARCHITECT — LA6667462 — STATE OF FLORIDA

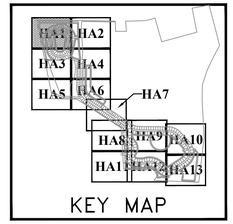
SHEET: TP1 OF 1

BA18169 – SHELL POINT COUNTY\FINAL ENGINEERING PLANS\CADD\SYS18169-TP.DWG – PRINTED: 9/4/2024, 3:14 PM

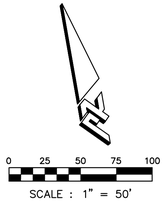
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	2	
5	PET WASTE STATION:THE PARK CADDY IN GROUND GYM FOR DOGS COLOR: BLACK CONTACT: 1-800-931-1662	1	





KEY MAP



SCALE : 1" = 50'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-02)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

Jake E. Stehr
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2024.09.04
15:06:36-04'00'

REGISTERED LANDSCAPE ARCHITECT JAKE E. STEHR LA6667462 STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: HA1 OF 14

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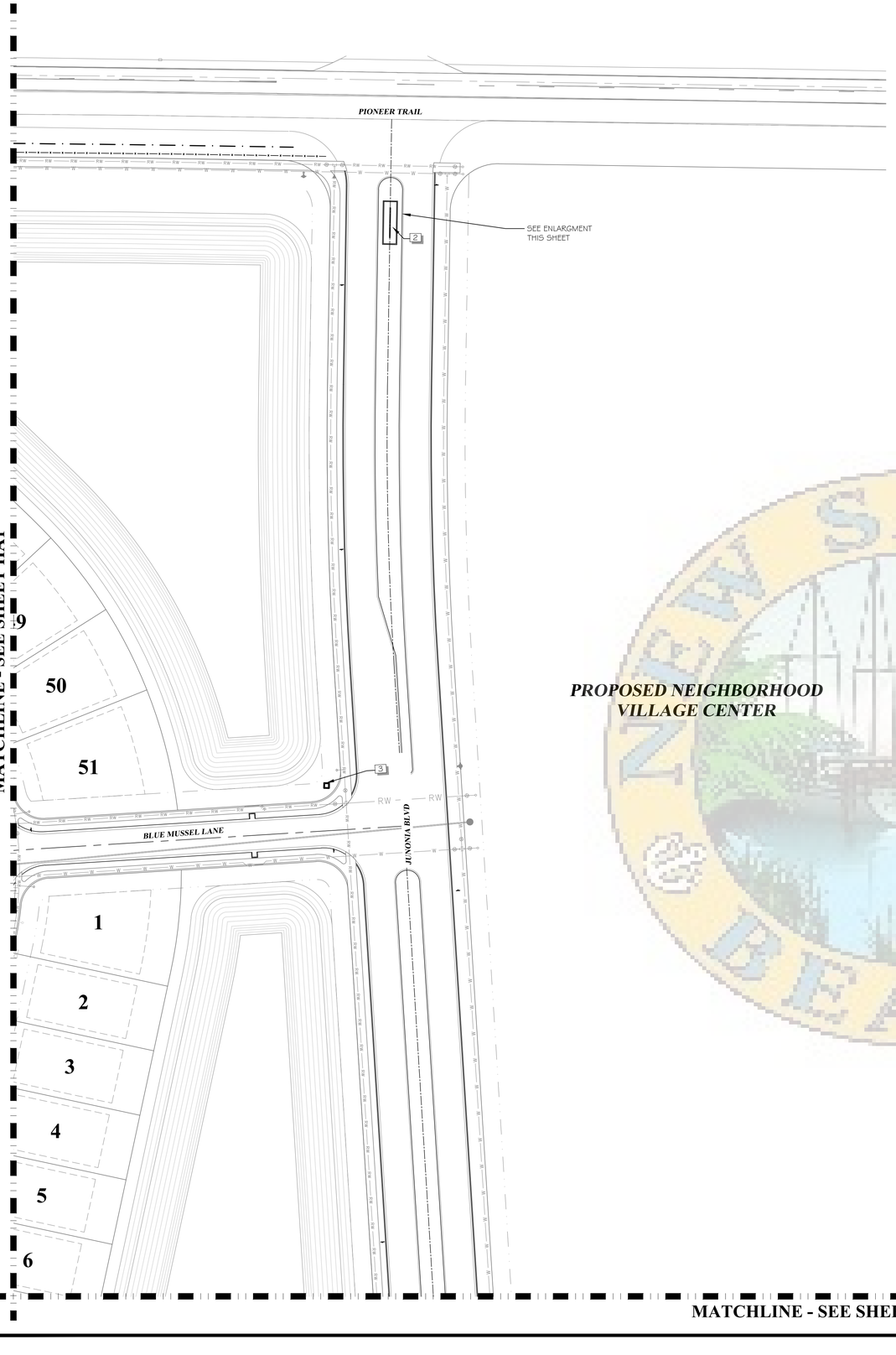
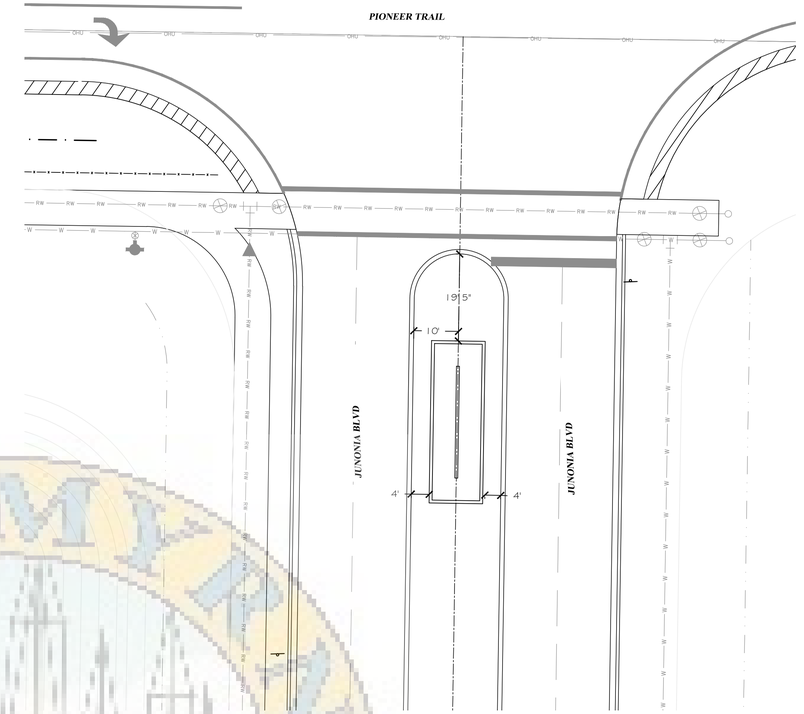


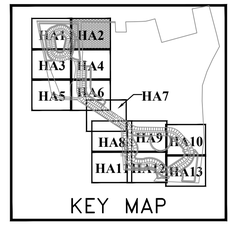


A ENTRANCE FEATURE ENLARGMENT

1" = 10'

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
2	ENTRANCE MONUMENT	1	
3	NEIGHBORHOOD MONUMENT	1	



KEY MAP



0 25 50 75 100

SCALE : 1" = 50'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(EB-6516) (LC-62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH

VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

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JAKE E. STEHR, RLA, NO 6667462
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SHEET: HA2 OF 14

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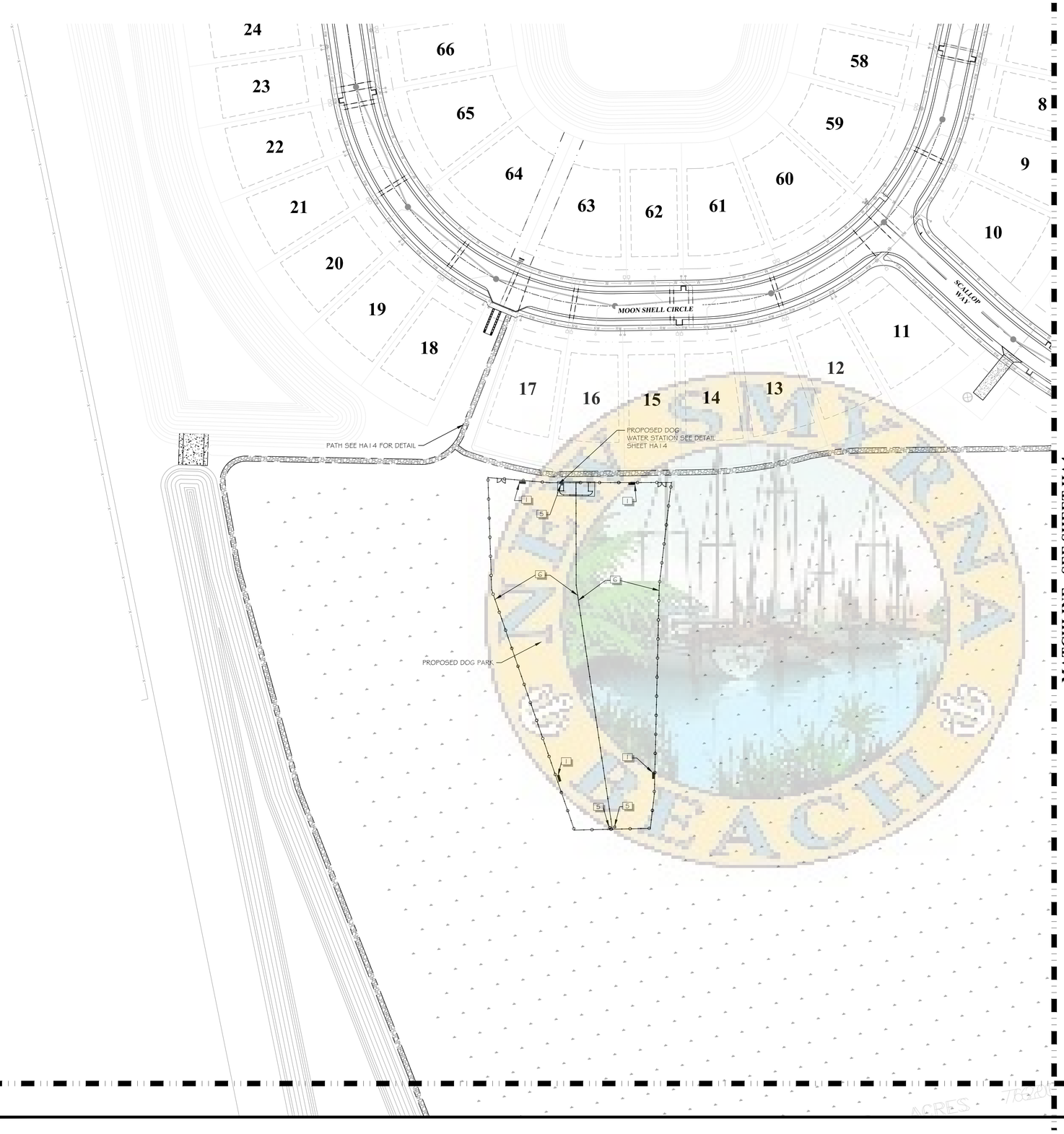

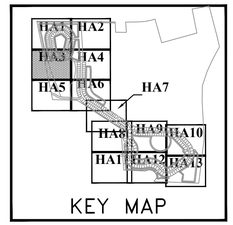

KEY MAP

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	2	
5	PET WASTE STATION:THE PARK CADDY IN GROUND GYM FOR DOGS COLOR: BLACK CONTACT: 1-800-931-1662	2	
6	PRODUCT: AGILITY COURSE KIT COLOR: PLAYFUL MANUFACTURE: BARKPARK PHONE: 1-800-458-5872	2	

SYMBOL	FENCE DESCRIPTION	QTY	DETAIL	HEIGHT	MATERIAL	COLOR
F-04	5` VINYL COATED CHAIN LINK FENCE	1,392 LF		5`	CHAIN LINK	BLACK

0 25 50 75 100
SCALE : 1" = 50'

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OWLWOOD BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-05-23	SWK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

Jake E Stehr
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JAKE E. STEHR, PLA, NO. 6667462
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SHEET: HA3 OF 14

ACRES TRAIL

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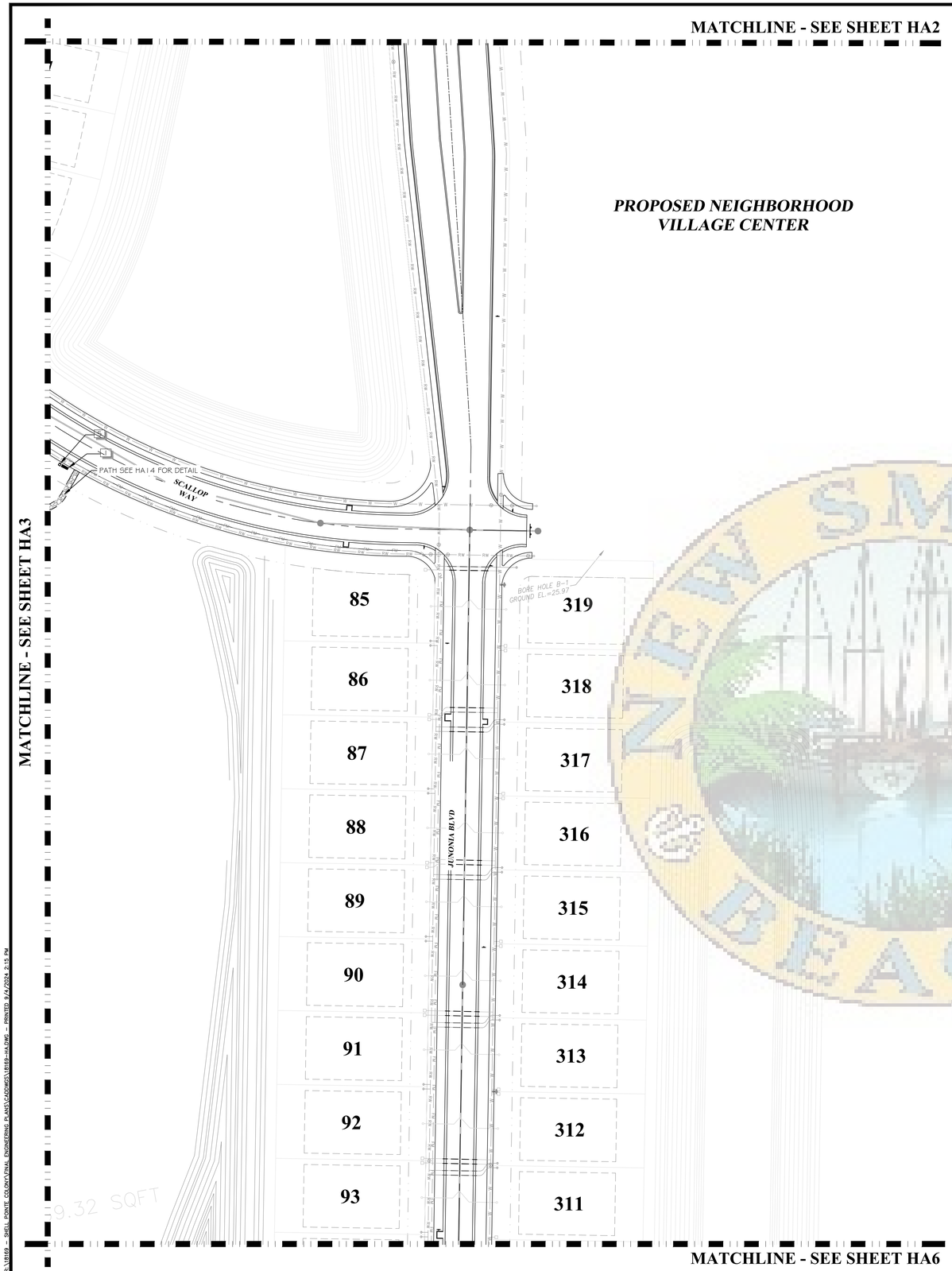
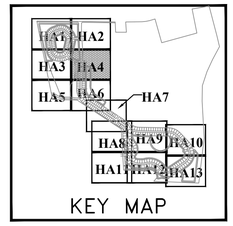
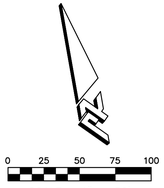




REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	1	
5	PET WASTE STATION:THE PARK CADDY IN GROUND GYM FOR DOGS COLOR: BLACK CONTACT: 1-800-931-1662	1	



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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-02)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

Jake E. Stehr
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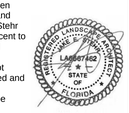

JAKE E. STEHR, RLA, NO 6667462
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SHEET: HA4 OF 14

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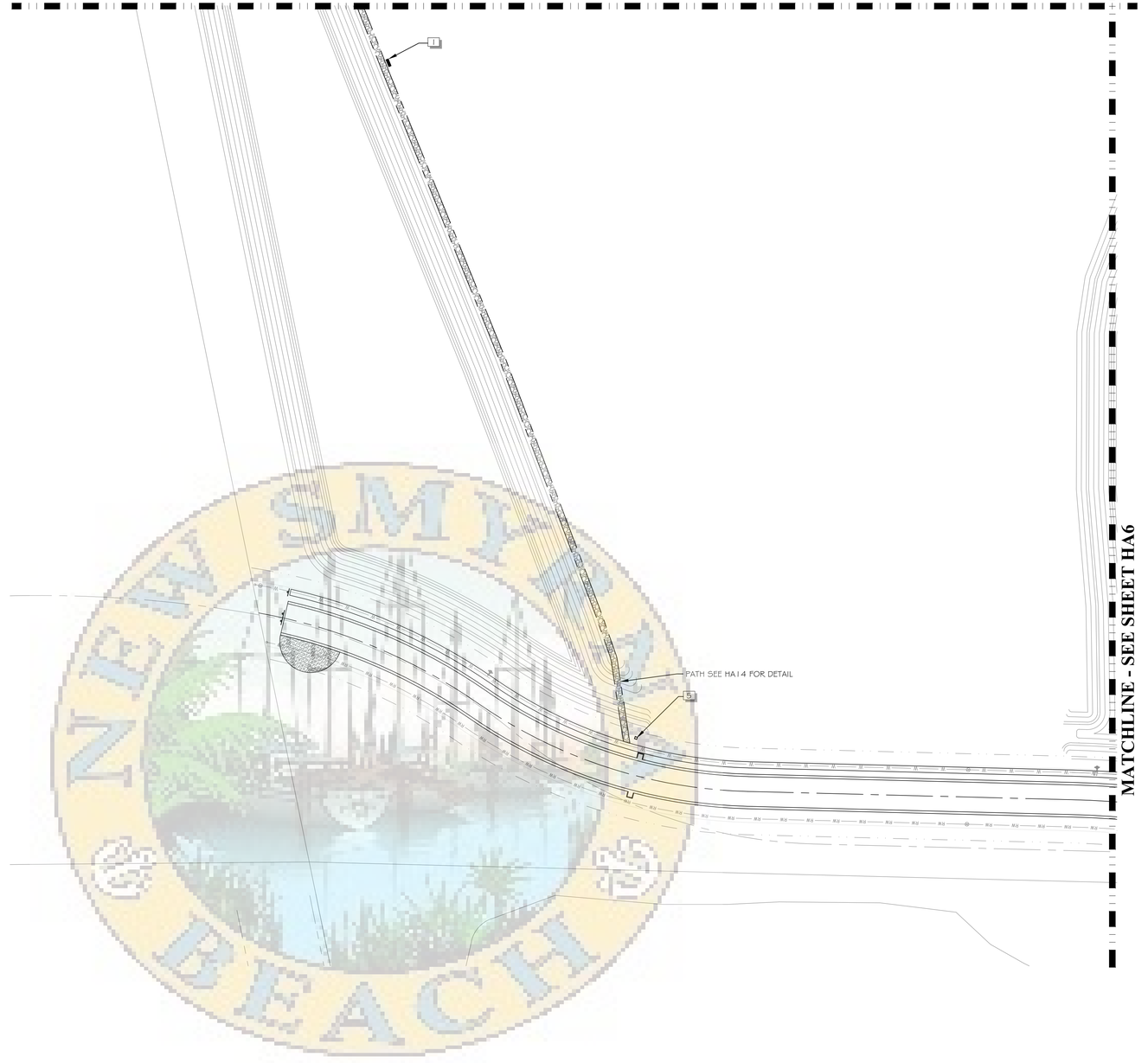
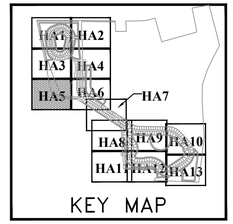
1932

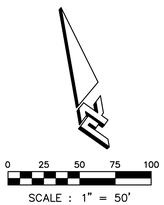
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	1	
5	PET WASTE STATION:	1	





KEY MAP



SCALE : 1" = 50'

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: HA5 OF 14

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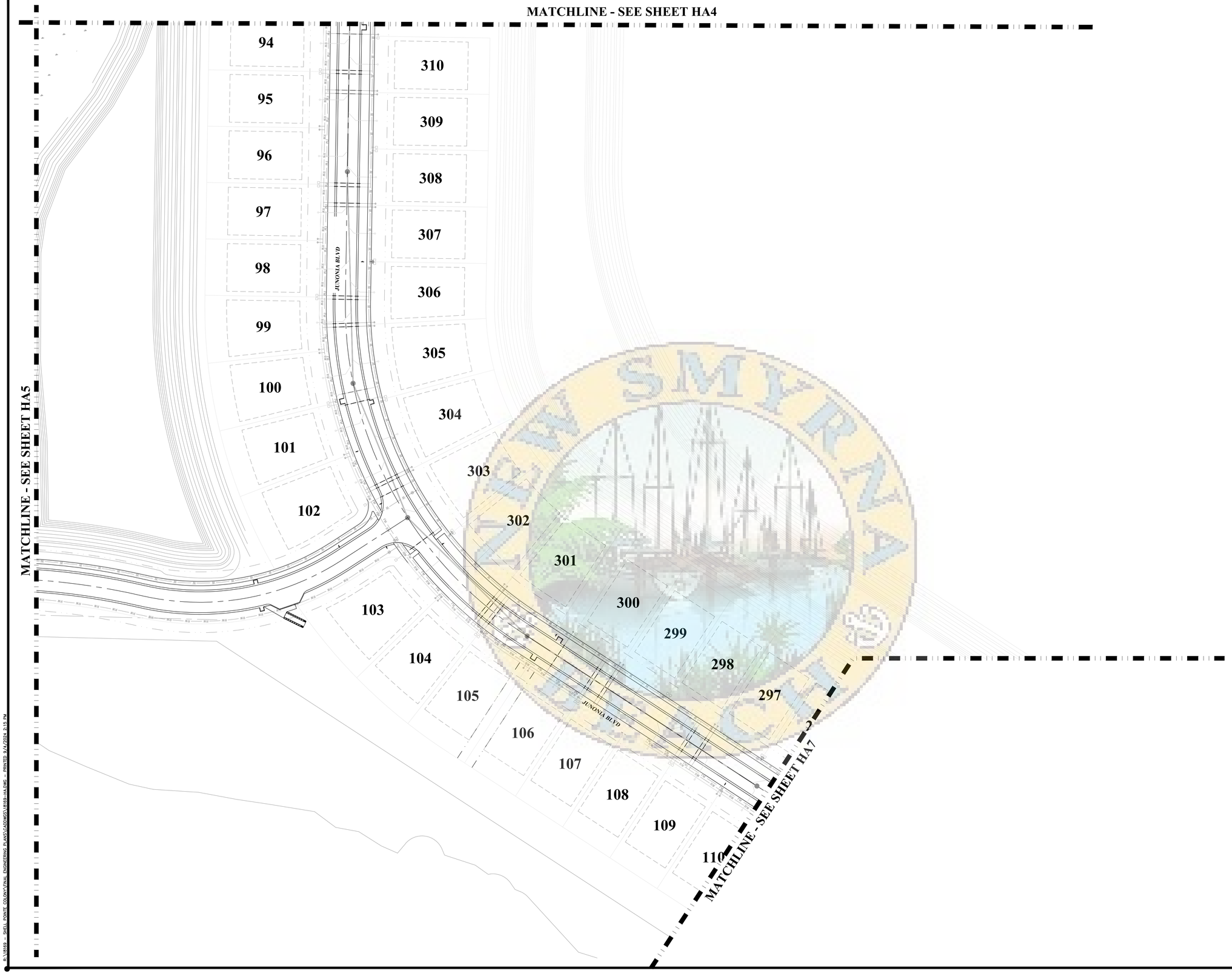

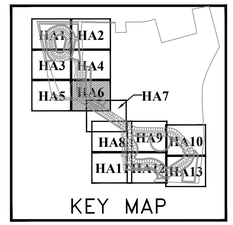

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-C2)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
4	09-23-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: HA6 OF 14

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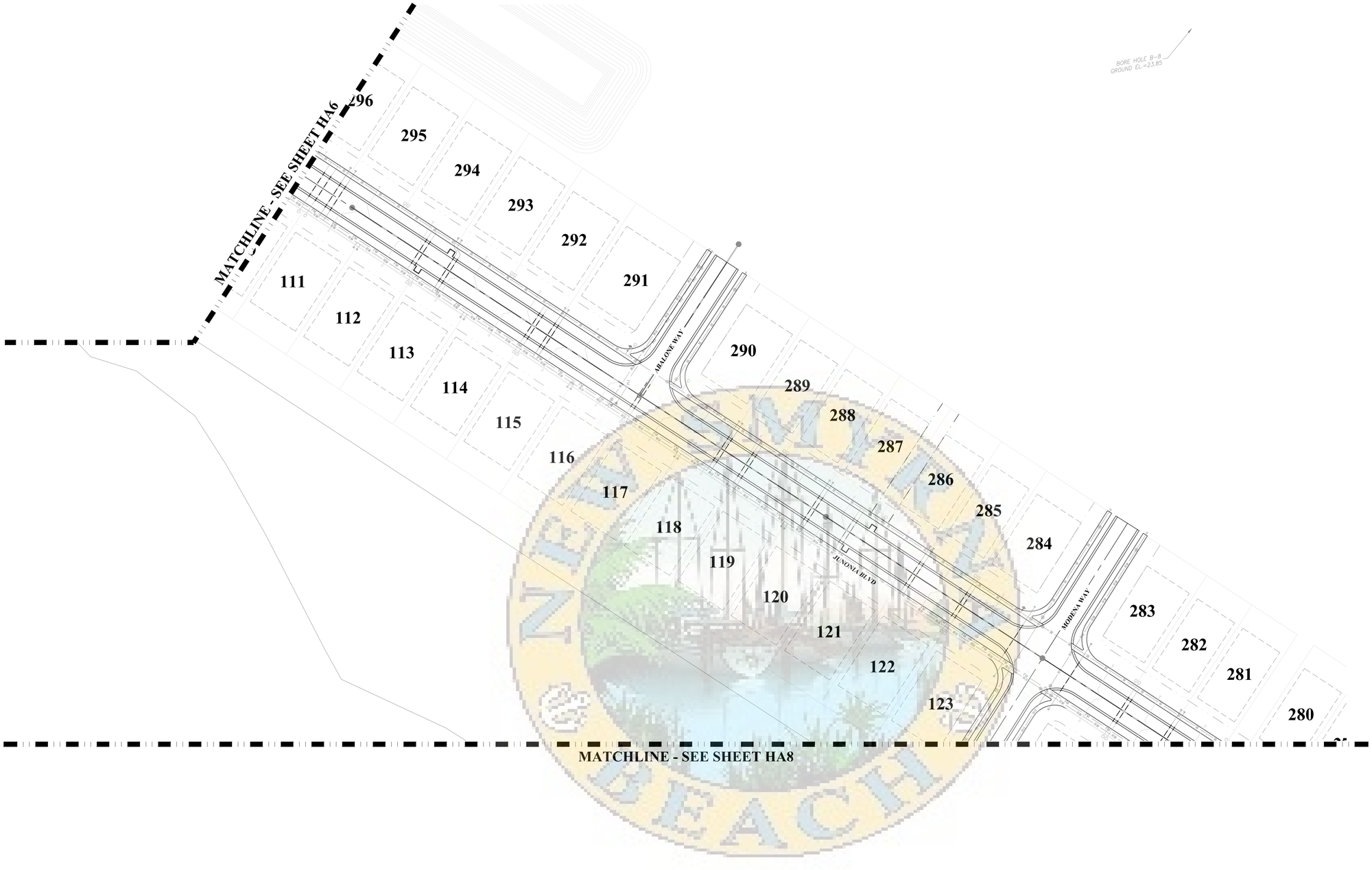
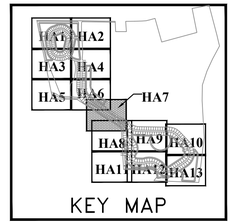
1934





KEY MAP

ZEV COHEN
& ASSOCIATES, INC.
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OWENSBORO, KY. 42303
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
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8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-05-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

0 25 50 75 100
SCALE : 1" = 50'

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LA0667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: HA7 OF 14

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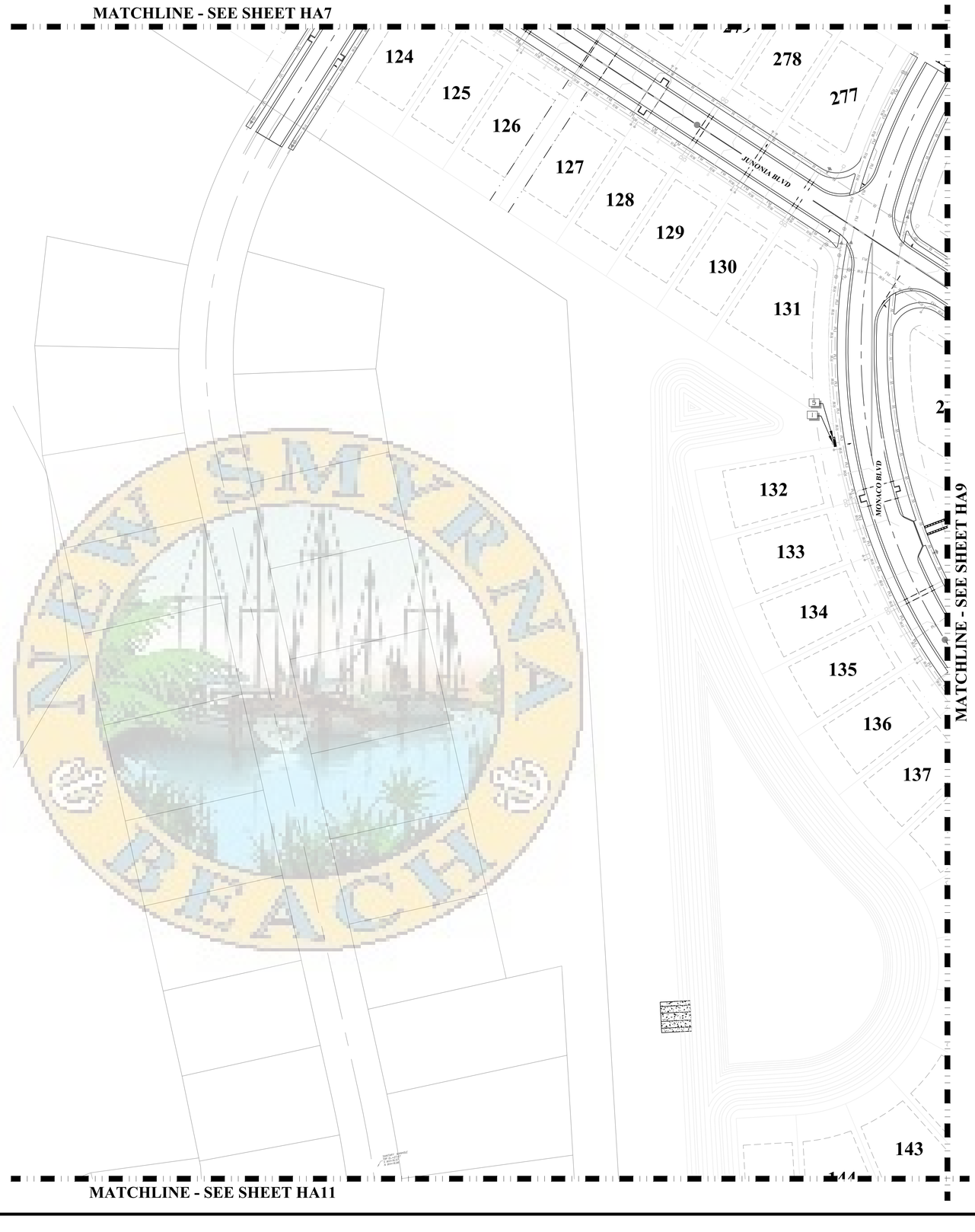
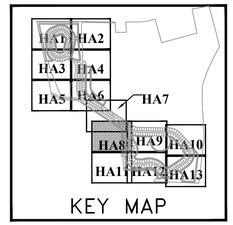
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	1	
5	PET WASTE STATION:THE PARK CADDY IN GROUND	1	





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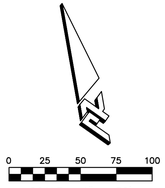

0 25 50 75 100

SCALE : 1" = 50'

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-C2)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
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9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: HA8 OF 14

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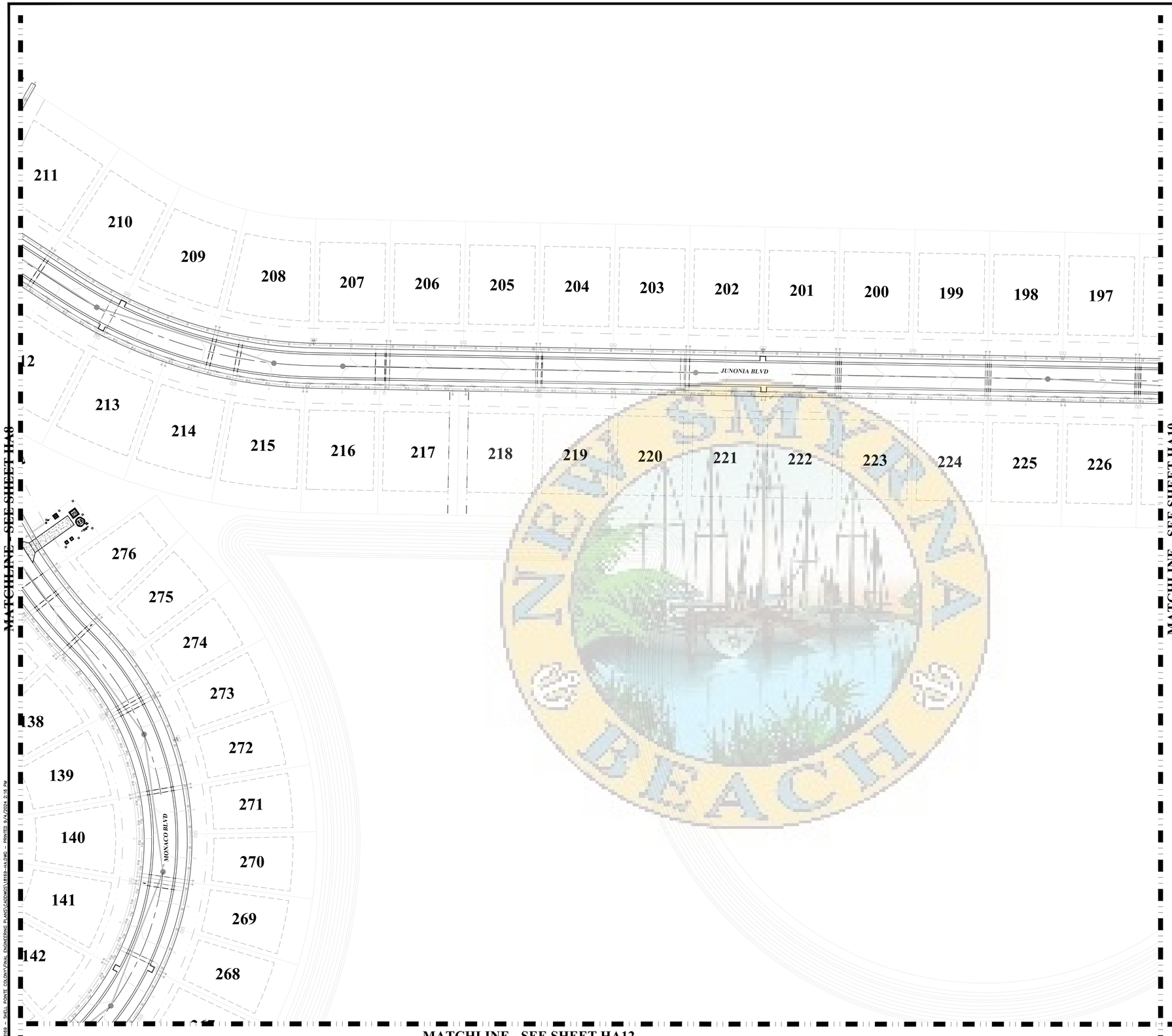
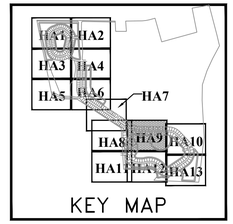
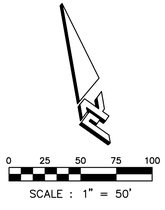




KEY MAP



SCALE : 1" = 50'

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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-6516) (LC-C2)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MLR	RESUBMITTED TO CITY
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-HA
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: HA9 OF 14

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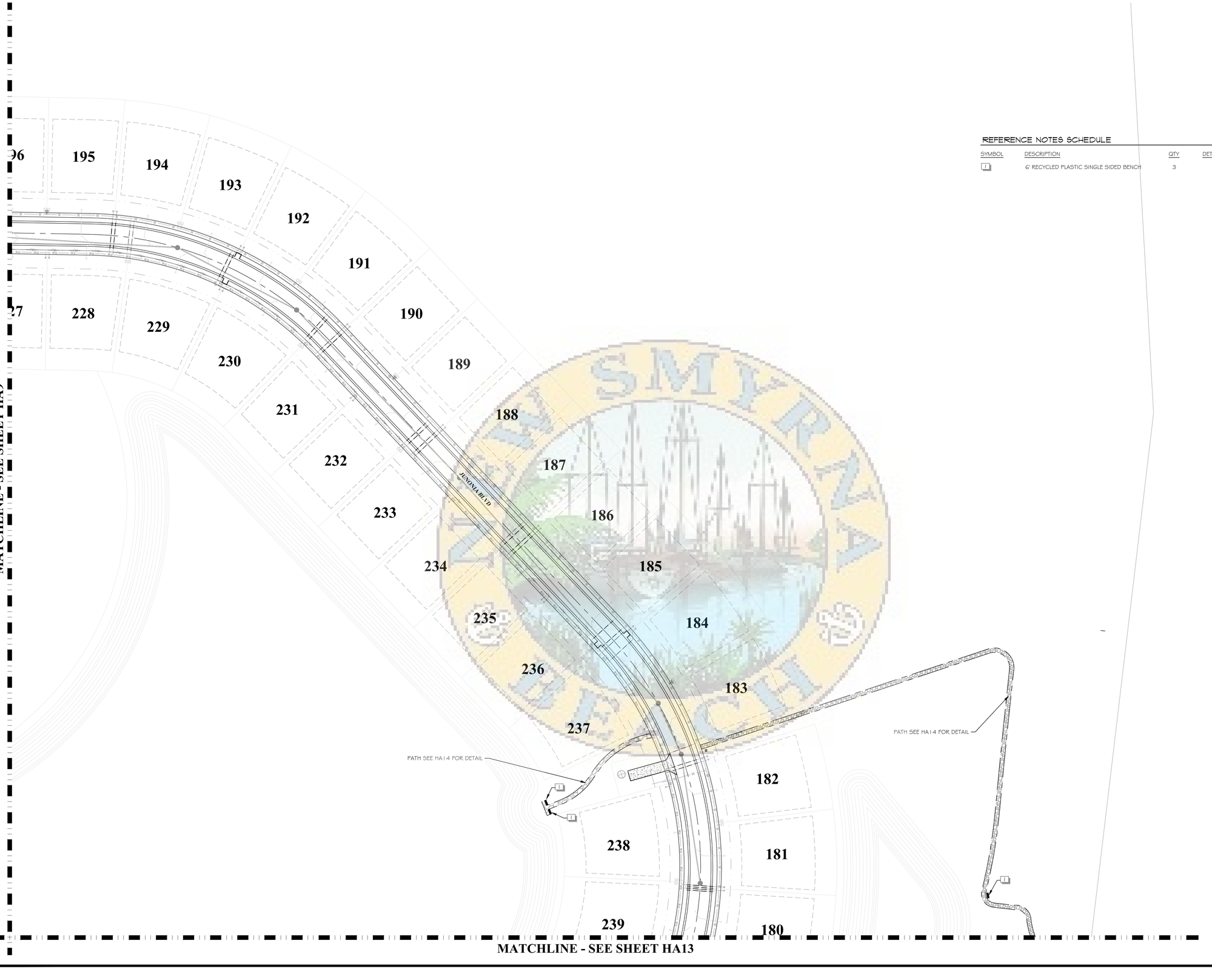

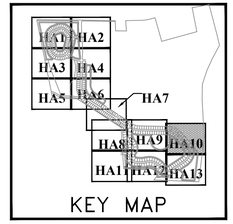

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	6' RECYCLED PLASTIC SINGLE SIDED BENCH	3	

0 25 50 75 100
SCALE : 1" = 50'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

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ARDISIA PARK - PHASE 1 & 2
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HARDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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LANDSCAPE ARCHITECTURE
LA6667462
STATE OF FLORIDA

SHEET: HA10 OF 14

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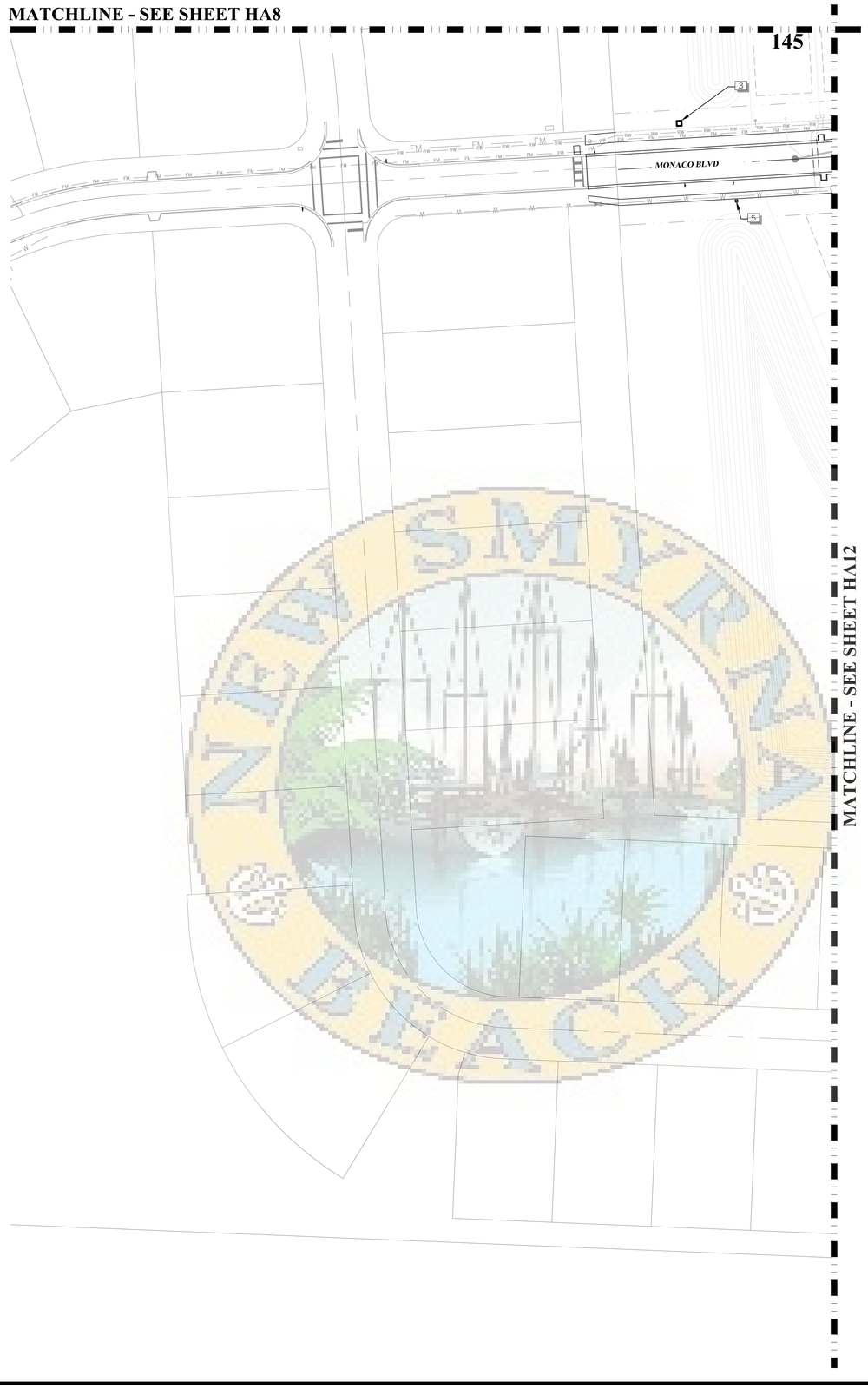
MATCHLINE - SEE SHEET HA8



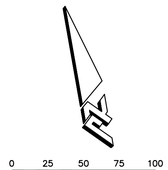
MATCHLINE - SEE SHEET HA12



KEY MAP

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
3	NEIGHBORHOOD MONUMENT	1	
5	PET WASTE STATION:THE PARK CADDY IN GROUND	1	



0 25 50 75 100

SCALE : 1" = 50'

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& ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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TRANSPORTATION
(LC #2)
(EB 6516)

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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

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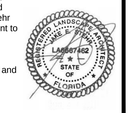

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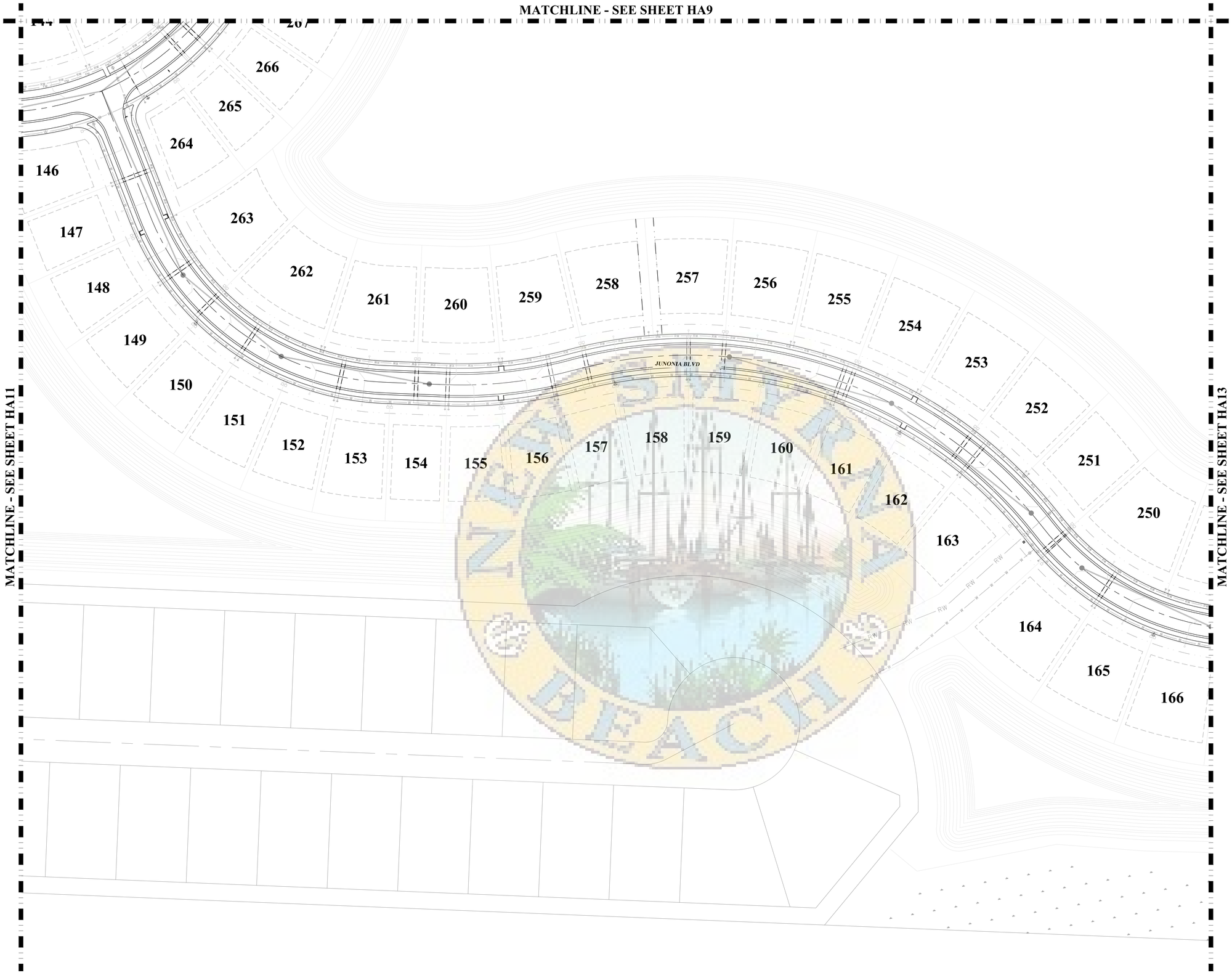

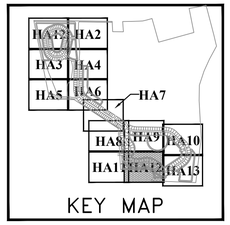

KEY MAP

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300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
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LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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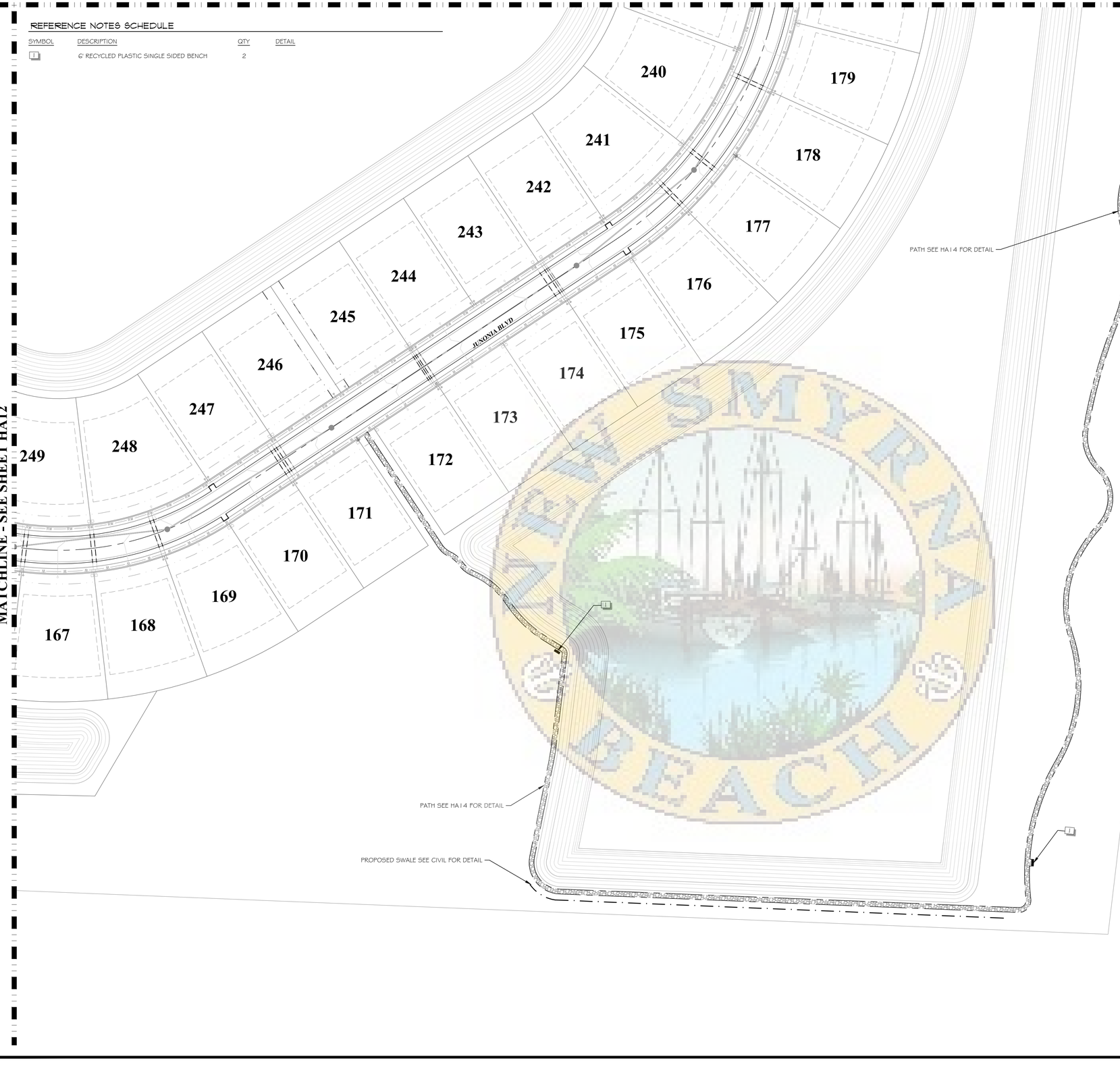
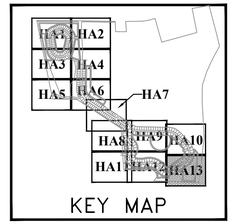
MATCHLINE - SEE SHEET HA10

MATCHLINE - SEE SHEET HA12

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	6' RECYCLED PLASTIC SINGLE SIDED BENCH	2	





KEY MAP

0 25 50 75 100
SCALE : 1" = 50'

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300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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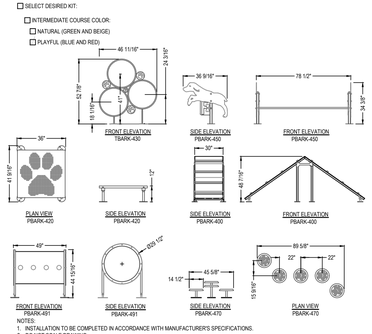
DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

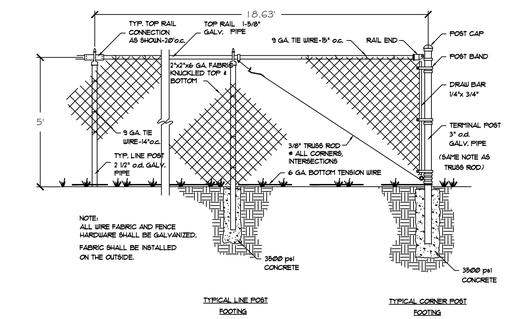
BARKPARK
1675 LOCUST ST
RED BUD, IL 62278
TOLL FREE: 1-800-458-5872
www.dogparkproduct.com

SELECT DESIRED KIT:
- INTERMEDIATE COURSE COLOR:
  - NATURAL (GREEN AND BEIGE)
  - PLAYFUL (BLUE AND RED)



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER: 18169-HA

1 AGILITY COURSE KITS
N.T.S. — 1113-01

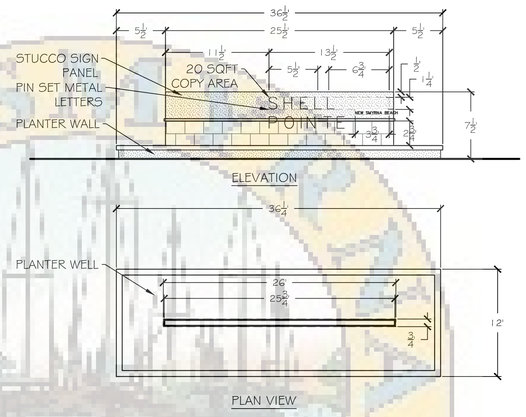


NOTE:
ALL WIRE FABRIC AND FENCE HARDWARE SHALL BE GALVANIZED.
FABRIC SHALL BE INSTALLED ON THE OUTSIDE.

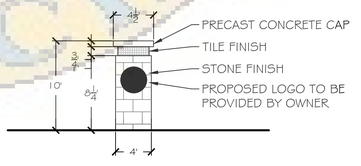
TYPICAL LINE POST FOOTING

TYPICAL CORNER POST FOOTING

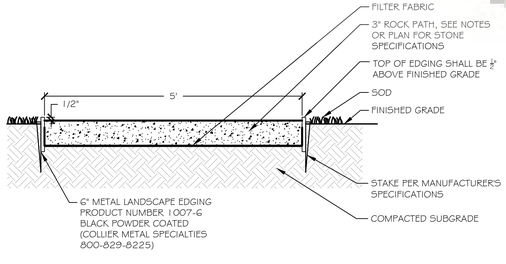
2 CHAIN LINK FENCE
N.T.S. — S-FENC-CHA-01



3 6' RECYCLED PLASTIC SINGLE SIDED BENCH
N.T.S. — DETAIL-FILE



4 ENTRANCE DETAIL
N.T.S. — P-HA-ENT-10



5 ROCK PATH DETAIL
N.T.S. — P-HA-ROC-01

6 NEIGHBORHOOD MONUMENT DETAIL
N.T.S. — P-HA-ENT-11

HARDSCAPE NOTES

1. DIMENSIONS: ALL LAYOUT DIMENSIONS ARE TO EDGE OF PAVEMENTS UNLESS OTHERWISE NOTED.
2. LAYOUT: ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE.
3. CONCRETE: REFER TO CIVIL DRAWINGS FOR CONCRETE DESIGN SPECIFICATIONS AS WELL AS GRADING AND DRAINAGE INFORMATION.
4. ACCESSIBILITY: ALL CONSTRUCTION SHALL CONFORM WITH THE REQUIREMENTS FOR HANDICAP ACCESSIBILITY AS OUTLINED UNDER THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG).
5. STAKING AND LAYOUT: THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT, BOTH VERTICAL AND HORIZONTAL, AND TO INSURE PROPER POSITIONING, PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY, IN WRITING, IF ANY DISCREPANCIES ARE FOUND, AND SHALL NOT PROCEED WITH THE WORK UNTIL DIRECTED.
6. CONTROL JOINTS: UNLESS OTHERWISE EXPRESSLY APPROVED, IN WRITING, BY THE OWNER ALL CONTROL JOINTS SHALL BE COORDINATED WITH CIVIL PLANS FOR ADDITIONAL SPECIFICATIONS. ALL CONTROL JOINT SHALL BE TOOLED, SAW CUTTING WILL NOT BE ACCEPTABLE.
7. EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL REPAIR OR REPLACE, TO AN EQUAL TO OR BETTER CONDITION, ANY EXISTING IMPROVEMENTS, LOCATED OUTSIDE OF THE SCOPE OF WORK, THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.
8. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.
9. CONSTRUCTION JOINTS: CAULK ALL JOINTS BEFORE PAINTING.
10. PAINT: COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR, SELECTED BY OWNER OR OWNERS REPRESENTATIVE, SHALL BE APPLIED AND APPROVED BY SAME PRIOR TO THE INSTALLATION OF SIGNAGE LETTERS.
11. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
12. INTENT: THESE DRAWINGS ARE FOR DESIGN INTENT ONLY. FINAL DESIGN & BUILDING CODE COMPLIANCE AND PERMITTING IS BY OTHERS.
13. SHOP DRAWINGS: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS OR ANY CUSTOMIZATION SPECIFIC TO THE PLAN SET, TO THE OWNER, THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
14. SEALANT: ALL PAVERS MUST BE CLEANED WITH PAVER CLEANER AND ALLOWED TO DRY FOR A MINIMUM OF 24 HOURS. SEALER SHOULD SET FOR 24 HOURS BEFORE USE OF SURFACE.

FASTENER NOTES

1. BOLTS SHALL MEET THE REQUIREMENTS OF A.S.T.M SPECIFICATION 1-307 (HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS), TYPE 1, AND HOT-DIP GALVANIZED, IN ACCORDANCE WITH A.S.T.M SPECIFICATION A-153 (ZINC COATING HOT DIP ON IRON AND STEEL HARDWARE). BOLTS SHALL BE SPACED EQUALLY AND SHALL NOT BE CLOSER THAN 4 BOLT DIAMETERS FROM THE EDGE OF THE LUMBER.
2. FASTENERS GALVANIZED TO MEET A.S.T.M A 153 CLASS D ARE ACCEPTABLE FOR USE WITH TREATED LUMBER. STAINLESS STEEL FASTENERS ARE ALSO ACCEPTABLE.

DOG 4

ITEM: PET WASTE DISPOSAL STATION
QUANTITY: 2 (CONTRACTOR TO VERIFY)
TYPE: DELUXE PET WASTE STATION
PARENT SKU: PET-04
COLOR: BROWN
NOTES: INSTALL PER MANUFACTURER'S SPECIFICATIONS.
SUPPLIER: BARCO PRODUCTS
www.barcoproducts.com
111 N. BATAVIA AVE.
BATAVIA, IL 60510
CONTACT: P: 800-338-2697
F: 630-879-9687



7 PET WASTE DISPOSAL STATION
N.T.S. — DETAIL-FILE

DOG 2

ITEM: DOG WATERING STATION
QUANTITY: 2 (CONTRACTOR TO VERIFY)
TYPE: 350 SM W/ 10-8 SS SURFACE CARRIER
COLOR: TBD
NOTES: INSTALL PER MANUFACTURER'S SPECIFICATIONS AND FLORIDA BUILDING CODE. CONTRACTOR TO PROVIDE ALL REQUIRED HARDWARE, AND ALL REQUIRED UTILITY CONNECTIONS-SOURCE TBD.
SUPPLIER: MOST DEPENDABLE FOUNTAINS
MCGRORY RECREATION
3353 BENT CREST COVE
LAKELAND, TN 38002
800-718-7740



8 DOG WATER STATION
N.T.S. — DETAIL-FILE

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32259
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
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HARDSCAPE PLAN AND DETAILS

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BEACH

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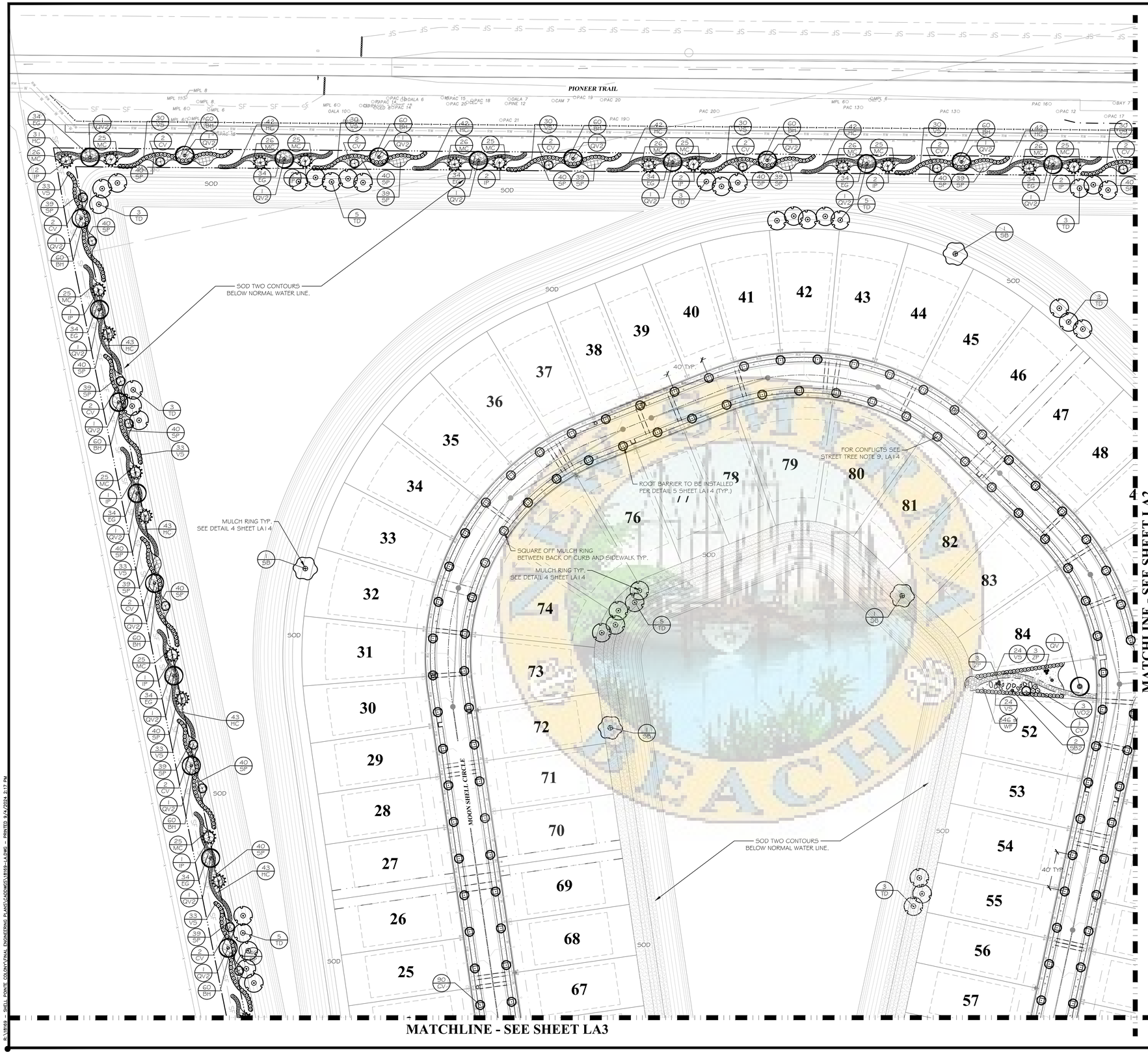

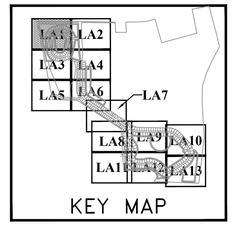

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA1

CODE	QTY	BOTANICAL NAME	COMMON NAME
TREES			
CV	106	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	20	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
QV2	20	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
SB	4	SALIX BABYLONICA	WEEPING WILLOW
TD	38	TAXODIUM DISTICHUM	BALD CYPRESS
SHRUBS			
HC	426	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
SB2	2	SENNA BICAPSULARIS	CASSIA, BUTTERFLY BUSH
VO2	3	VIBURNUM OBOVATUM	WALTER`S VIBURNUM
VS	393	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM
ZP	6	ZAMIA PUMILA (ZAMIA FLORIDANA)	COONTIE
GROUND COVERS			
BH	600	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	340	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	250	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	1,229	SPARTINA PATENS	SALT MEADOW CORD GRASS
SOD			
WF	1,316 SF		WILDFLOWER MEADOW
PNA	46,589 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	15,460 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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(EB-6516) (LC-E2)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
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5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Jake E. Stehr
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REGISTERED LANDSCAPE ARCHITECT JAKE E. STEHR LA6667462 STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: LA1 OF 14

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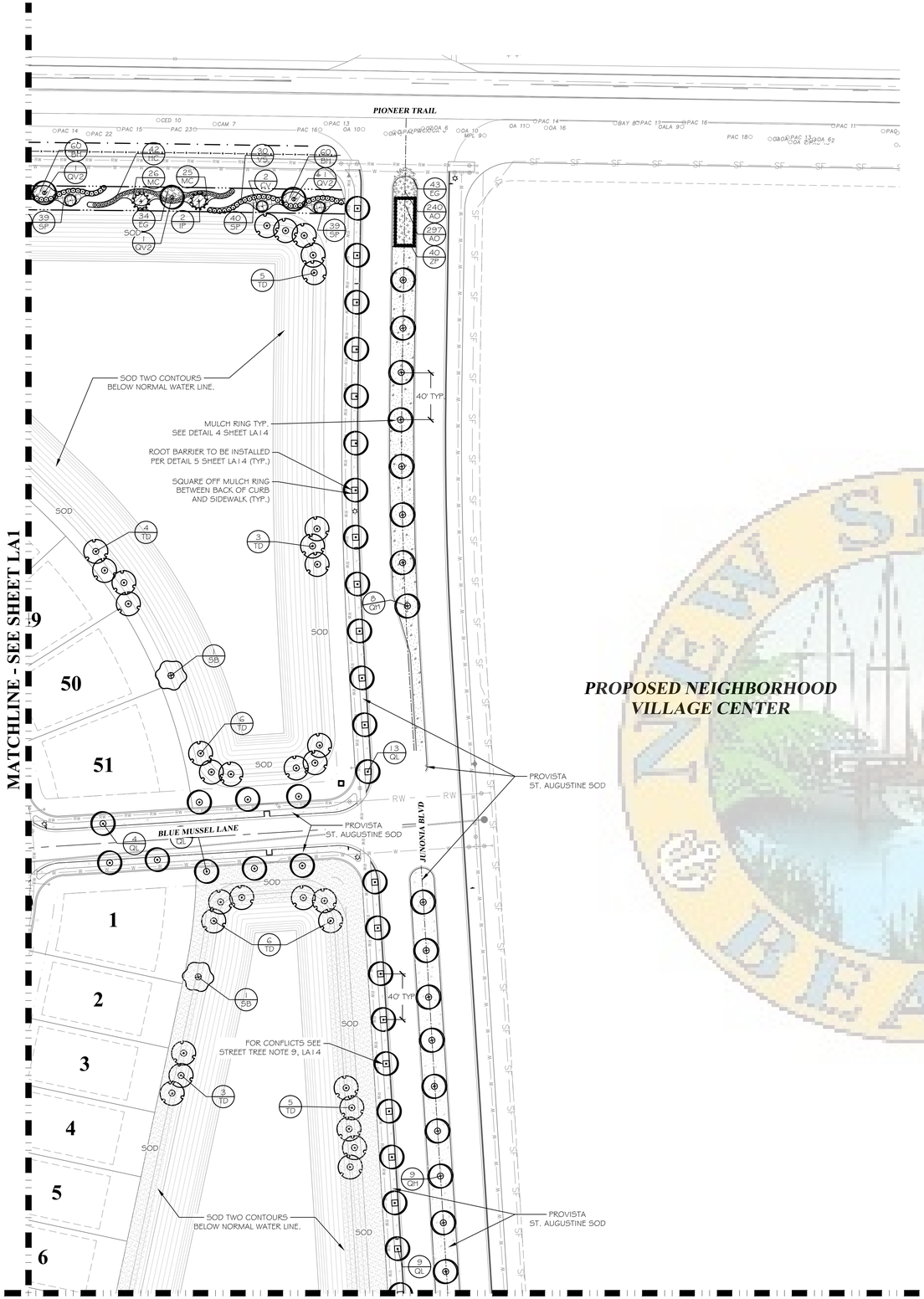

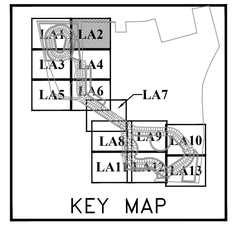

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA2

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	3	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	2	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	31	QUERCUS LAEVIS	TURKEY OAK
QV2	3	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
QH	17	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK
SB	2	SALIX BABYLONICA	WEEPING WILLOW
TD	32	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
HC	42	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
VS	45	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM
ZP	40	ZAMIA PUMILA (ZAMIA FLORIDANA)	COONTIE

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
AO	537	ANNUALS -	SEASONAL ANNUALS
BH	120	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	77	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	51	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	118	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
SSP	6,624 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

PROPOSED NEIGHBORHOOD VILLAGE CENTER

MATCHLINE - SEE SHEET LA4

0 25 50 75 100
SCALE : 1" = 50'

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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA
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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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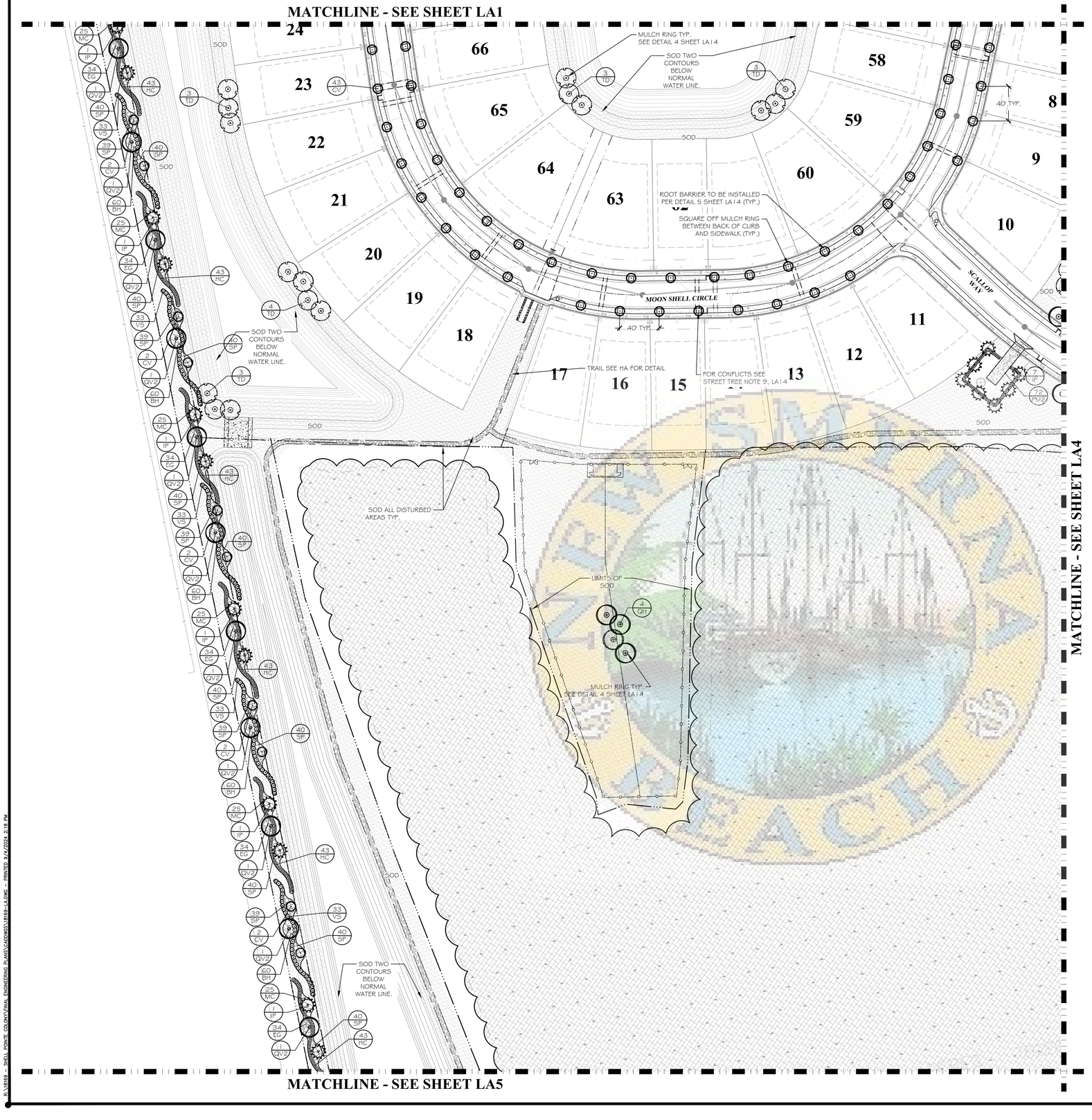

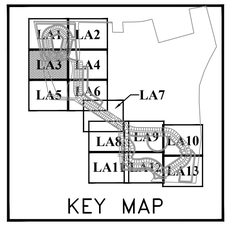

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA3

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	52	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	19	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	1	QUERCUS LAEVIS	TURKEY OAK
QV2	11	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
QH	4	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK
TD	16	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
HC	242	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
PM2	72	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS
VS	165	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
BH	300	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	204	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	150	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	635	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	162,137 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	7,745 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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(LC-C2)

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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
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9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA
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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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SHEET: LA3 OF 14

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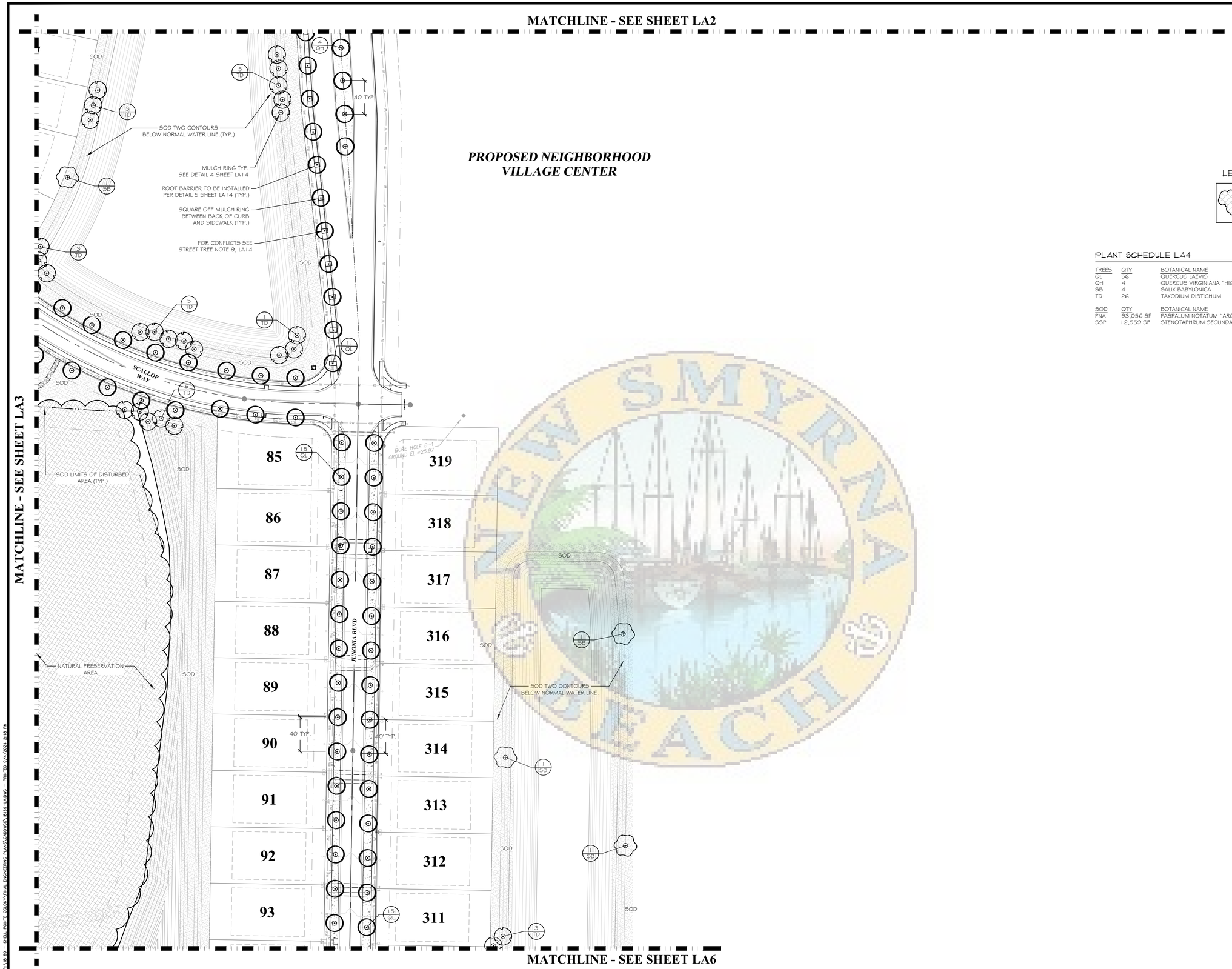

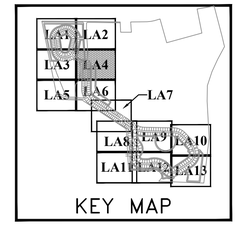

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA4

TREES	QTY	BOTANICAL NAME	COMMON NAME
QL	56	QUERCUS LAEVIS	TURKEY OAK
QH	4	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK
SB	4	SALIX BABYLONICA	WEEPING WILLOW
TD	26	TAXODIUM DISTICHUM	BALD CYPRESS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	93,056 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	12,559 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD



0 25 50 75 100

SCALE : 1" = 50'

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(EB-6516) (LC-62)

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5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
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LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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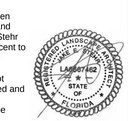

MELIA L. RUSSELL, P.E., NO.68357
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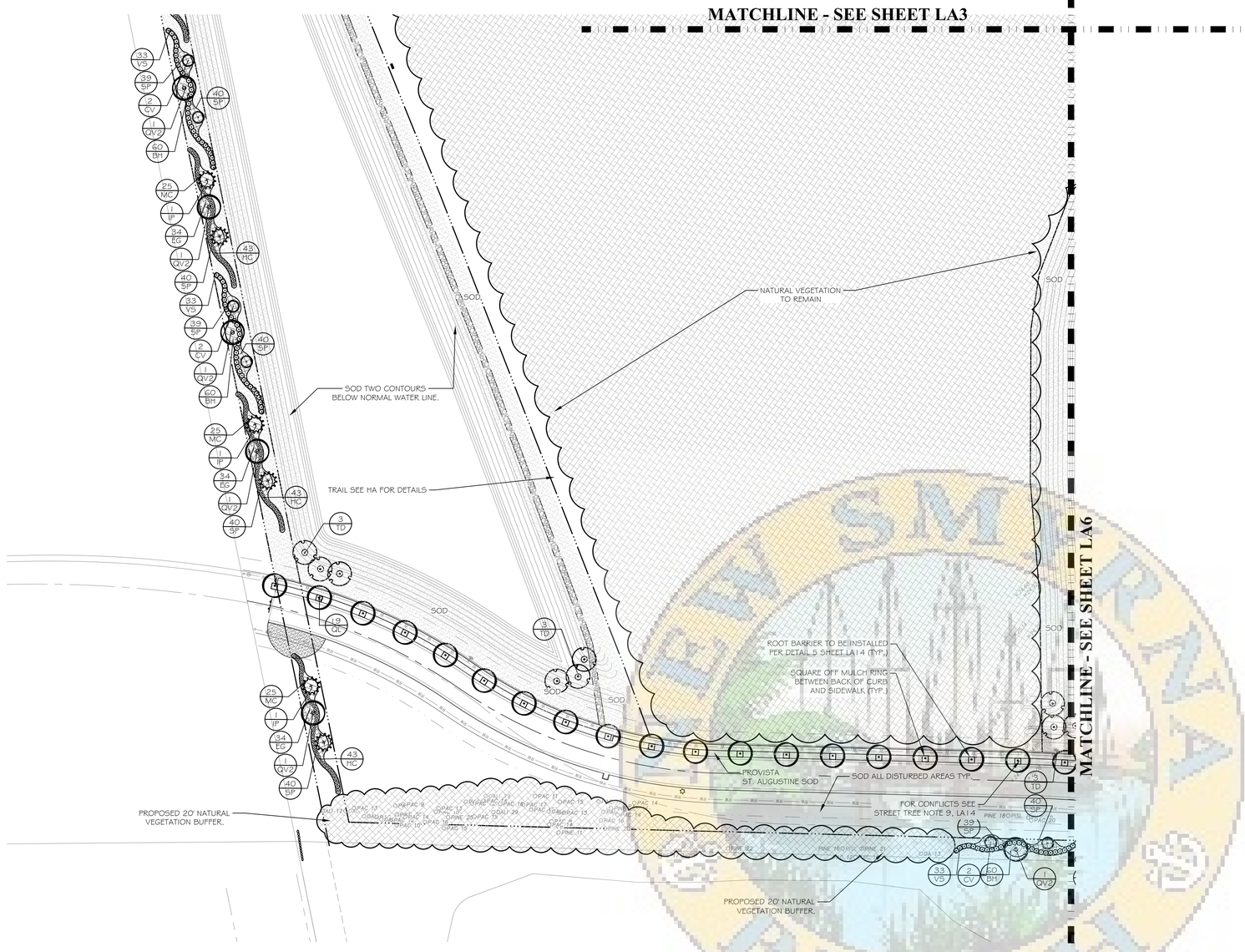

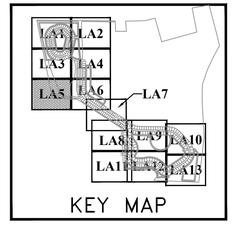

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA5

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	6	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	19	QUERCUS LAEVIS	TURKEY OAK
QV2	6	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	8	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
HC	137	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
VS	92	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
BH	180	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	102	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	75	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	357	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	57,040 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	2,820 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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(LC #2)
(EB 6516)

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4	09-09-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-05-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

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LANDSCAPE ARCHITECTURE — LA0667462 — STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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CITY OF NEW SMYRNA BEACH

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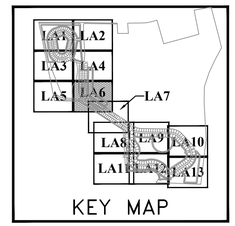

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA6

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	8	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	8	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	66	QUERCUS LAEVIS	TURKEY OAK
QV2	8	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	14	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
HC	167	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
VS	129	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
BH	240	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	136	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	100	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	476	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	39,377 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	42,637 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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(EB-6516)

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6	05-24-23	MLR	RESUBMITTED TO CITY
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ARDISIA PARK - PHASE 1 & 2
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CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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REGISTERED LANDSCAPE ARCHITECT
JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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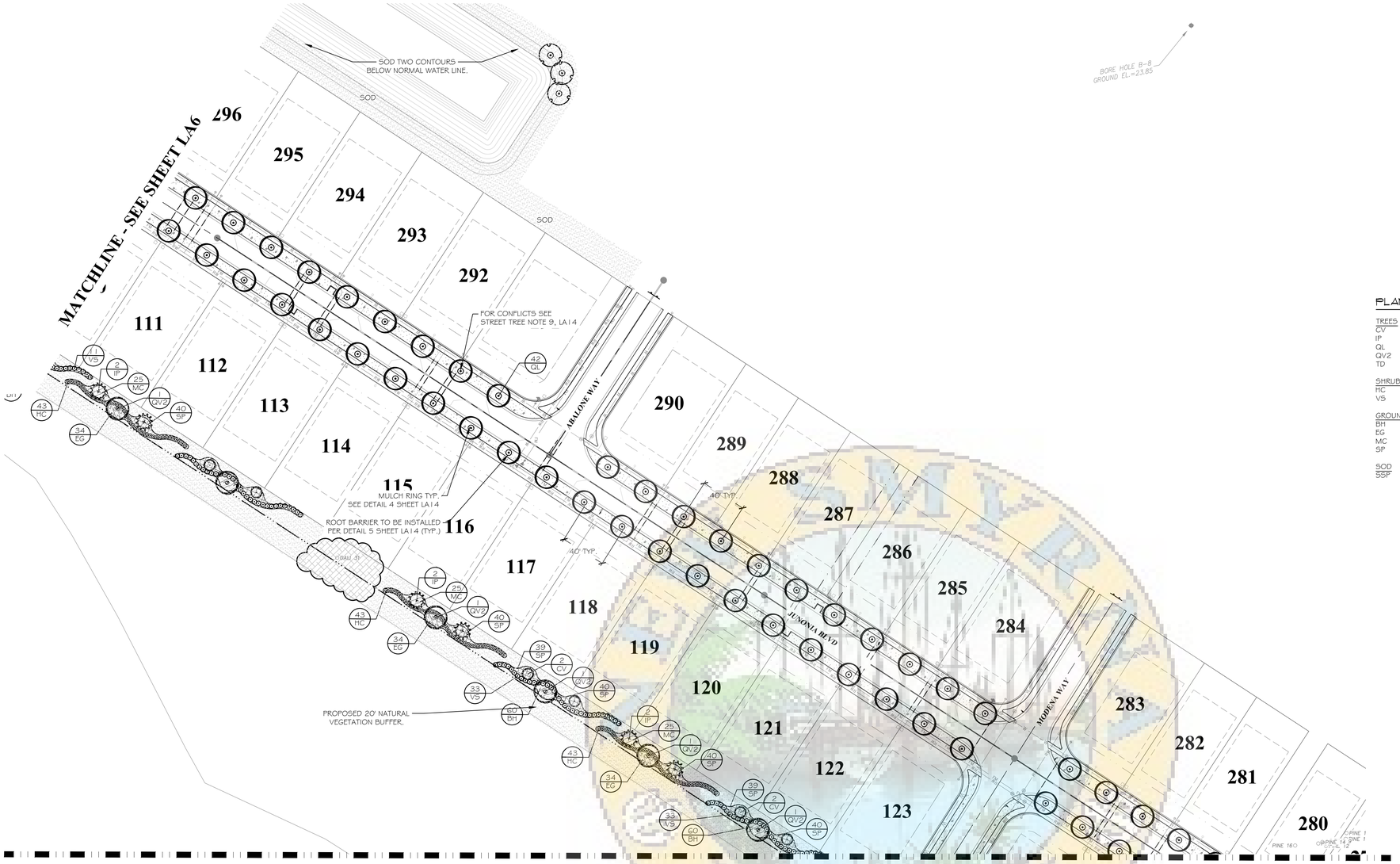

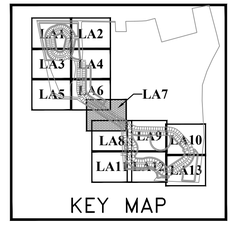

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA7

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	6	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	49	QUERCUS LAEVIS	TURKEY OAK
QV2	6	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
HC	129	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
VS	107	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
BH	180	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	102	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	75	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	357	SPARTINA PATENS	SALT MEADOW CORD GRASS
SOD	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
SSP	6,247 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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(EB-6516) (LC-62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

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REGISTERED LANDSCAPE ARCHITECT JAKE E. STEHR LA6667462 STATE OF FLORIDA

JAKE E. STEHR, RLA, NO.6667462
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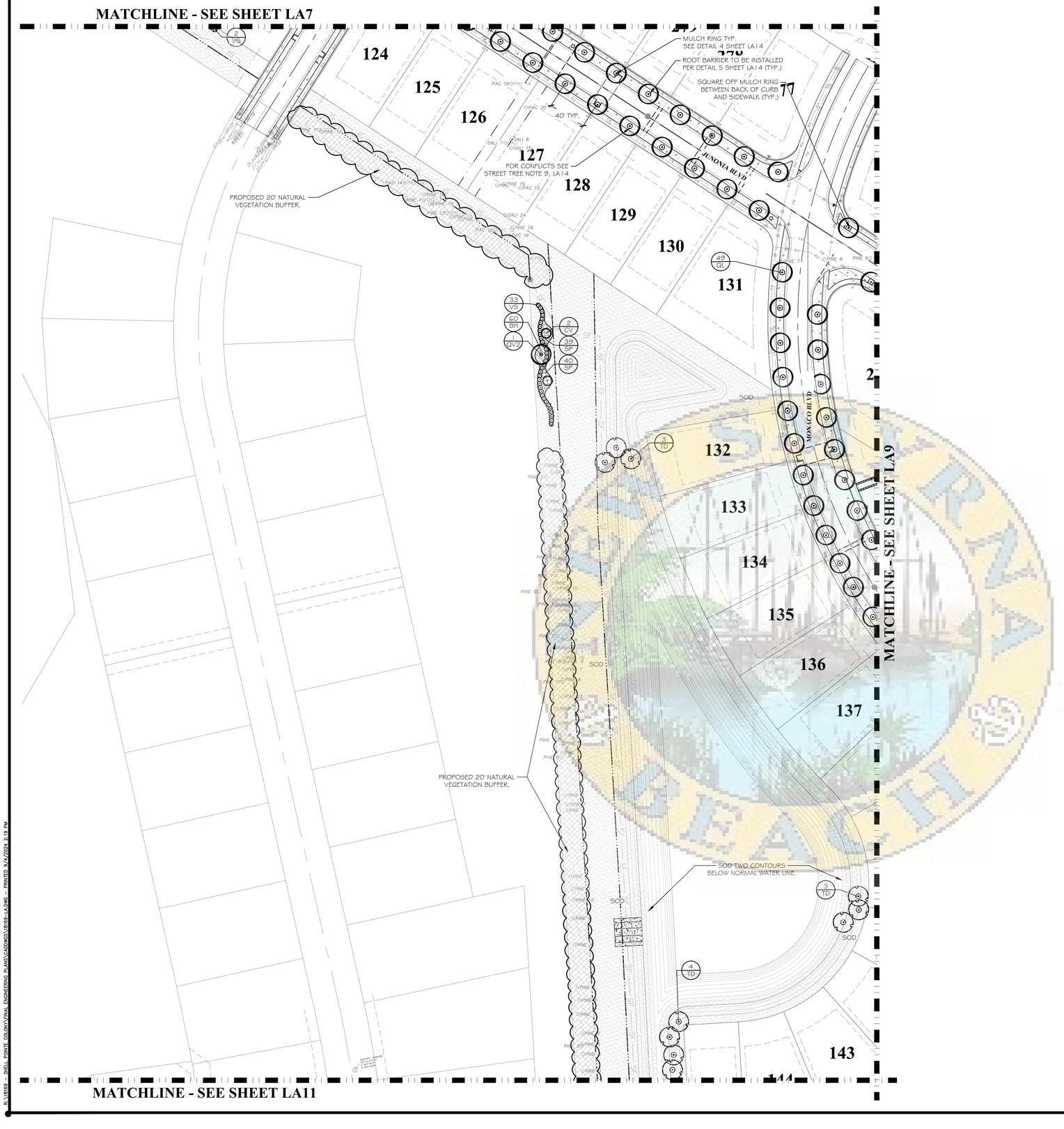

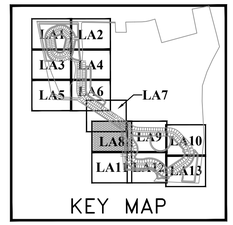

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA8

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	2	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
QL	39	QUERCUS LAEVIS	TURKEY OAK
QV2	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	10	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
VS	35	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
BH	60	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
SP	79	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	97,772 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD
SSP	8,280 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

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6	05-24-23	MLR	RESUBMITTED TO CITY
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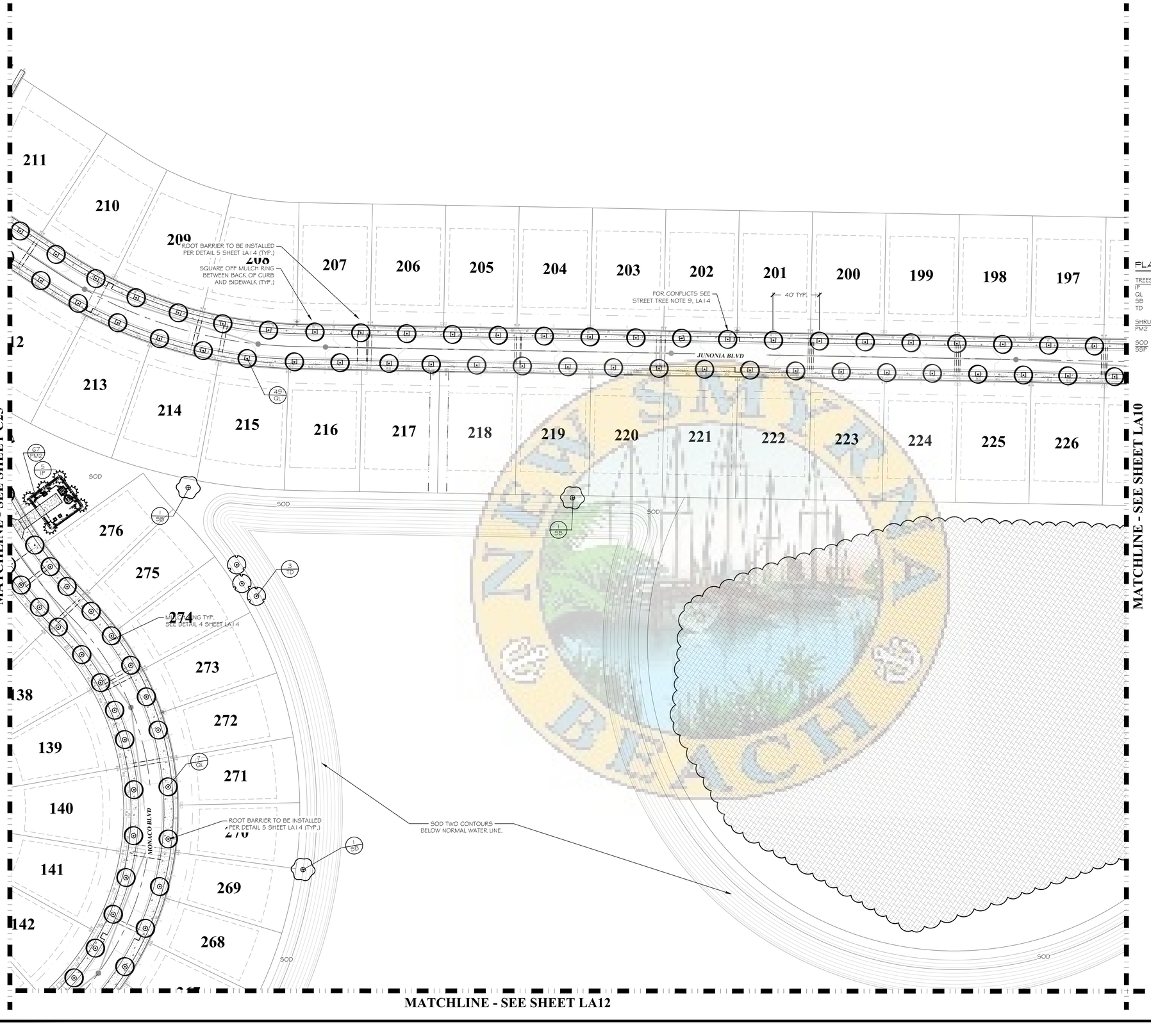

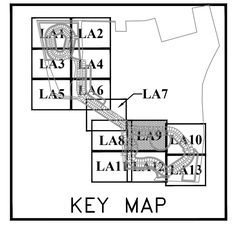

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA9

TREES	QTY	BOTANICAL NAME	COMMON NAME
IP	6	ILEX VOMITORIA 'PENDULA'	WEEPING YAUPON HOLLY
QL	76	QUERCUS LAEVIS	TURKEY OAK
SB	3	SALIX BABYLONICA	WEEPING WILLOW
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
PM2	67	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS

SOD	QTY	BOTANICAL NAME	COMMON NAME
SSP	2,170 SF	STENOTAPHRUM SECUNDATUM 'PROVISTA'	PROVISTA ST. AUGUSTINE SOD

0 25 50 75 100

SCALE : 1" = 50'

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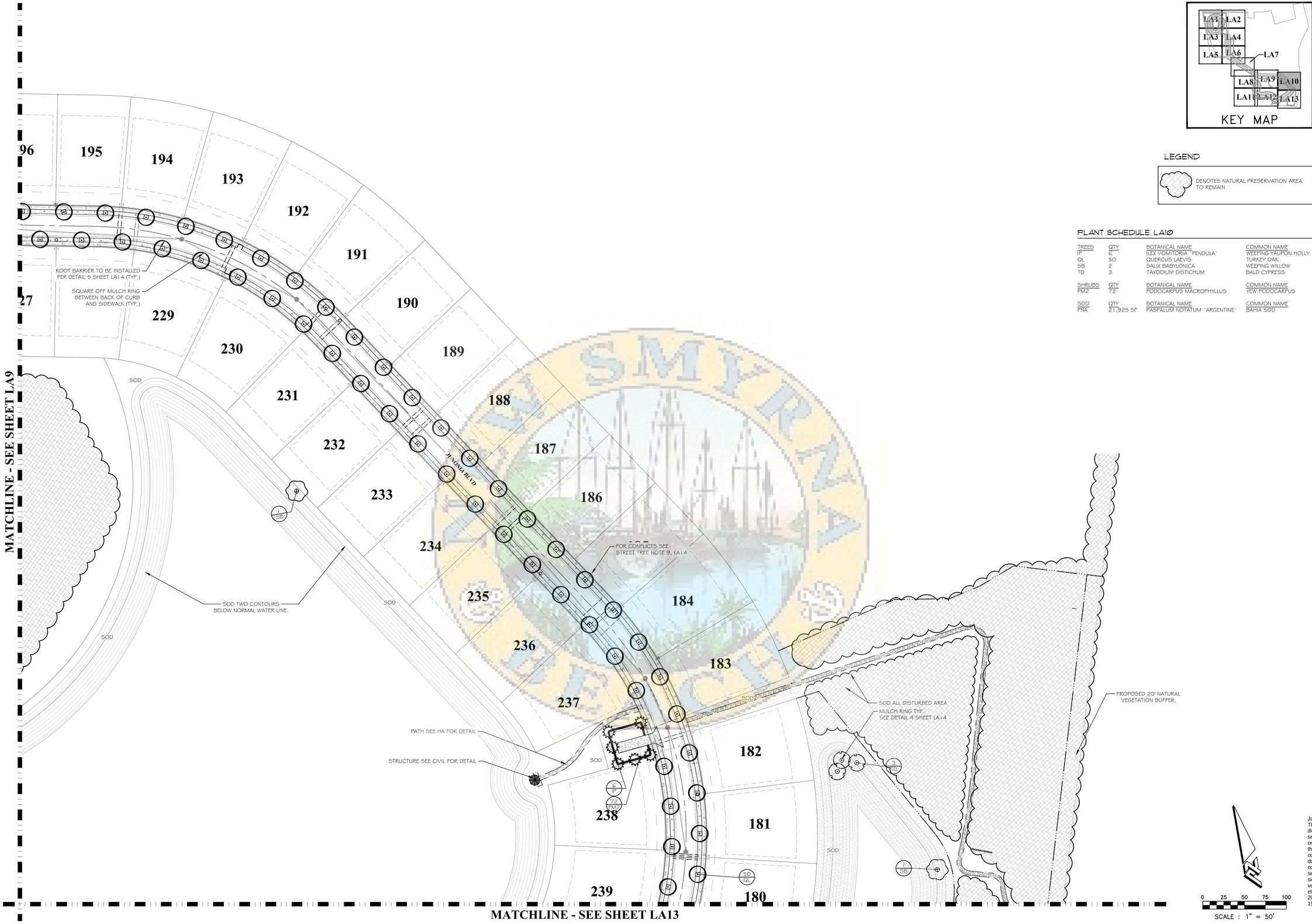

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA10

TREES	QTY	BOTANICAL NAME	COMMON NAME
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	50	QUERCUS LAEVIS	TURKEY OAK
SB	2	SALIX BABYLONICA	WEEPING WILLOW
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
PM2	72	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	21,925 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD

0 25 50 75 100

SCALE : 1" = 50'

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6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
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9	08-03-23	SHK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
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LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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JAKE E. STEHR
LA6667462
STATE OF FLORIDA

JAKE E. STEHR, RLA, NO 6667462
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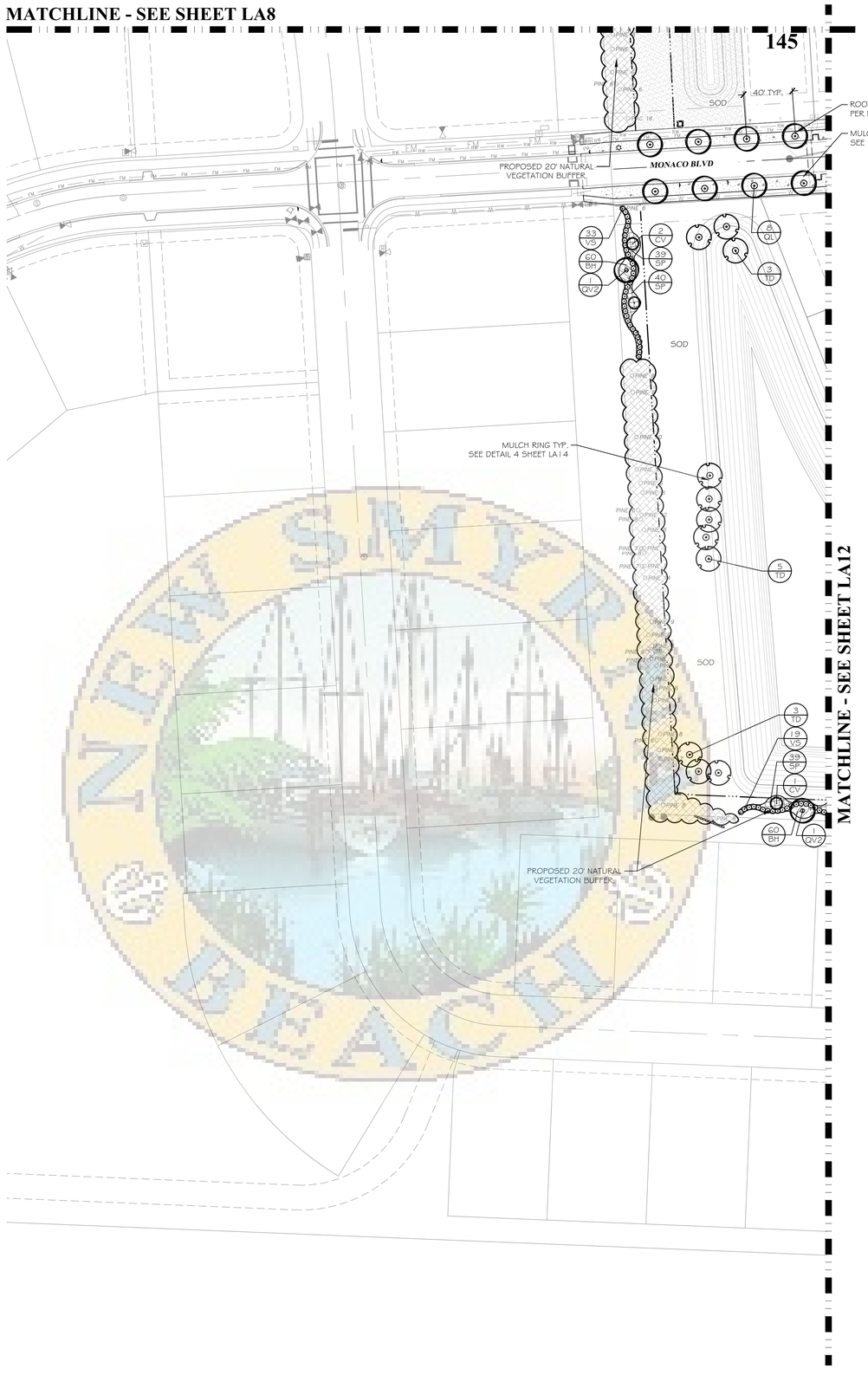
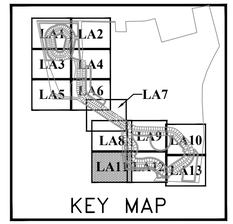


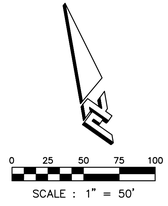


LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA11

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	3	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
QL	8	QUERCUS LAEVIS	TURKEY OAK
QV2	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	11	TAXODIUM DISTICHUM	BALD CYPRESS
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
VS	52	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
BH	120	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
SP	158	SPARTINA PATENS	SALT MEADOW CORD GRASS
SOD	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
SSP	4,810 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD



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ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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MATCHLINE - SEE SHEET LA9

MATCHLINE - SEE SHEET LA11

MATCHLINE - SEE SHEET LA13

PLANT SCHEDULE LA12

TREES	QTY	BOTANICAL NAME	COMMON NAME
CV	11	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH
IP	10	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY
QL	72	QUERCUS LAEVIS	TURKEY OAK
QV2	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
SB	3	SALIX BABYLONICA	WEEPING WILLOW
TD	15	TAXODIUM DISTICHUM	BALD CYPRESS

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME
HC	215	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH
VS	171	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME
BH	300	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE
EG	170	EVOLVULUS GLOMERATUS	BLUE DAZE
MC	125	MUHLENBERGIA CAPILLARIS	MUHLY GRASS
SP	635	SPARTINA PATENS	SALT MEADOW CORD GRASS

SOD	QTY	BOTANICAL NAME	COMMON NAME
SSP	49,618 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD

KEY MAP

LA1 LA2 LA3 LA4 LA5 LA6 LA7 LA8 LA9 LA10 LA11 LA12 LA13

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

JUNONIA BLVD

SOD TWO CONTOURS BELOW NORMAL WATER LINE.

MULCH RING TYP. SEE DETAIL 4 SHEET LA14

40' TYP.

ROOT BARRIER TO BE INSTALLED PER DETAIL 5 SHEET LA14 (TYP.)

SQUARE OFF MULCH RING BETWEEN BACK OF CURB AND SIDEWALK (TYP.)

FOR CONFLICTS SEE STREET TREE NOTE 9, LA14

PROPOSED 20' NATURAL VEGETATION BUFFER.

SOD

0 25 50 75 100

SCALE : 1" = 50'

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VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

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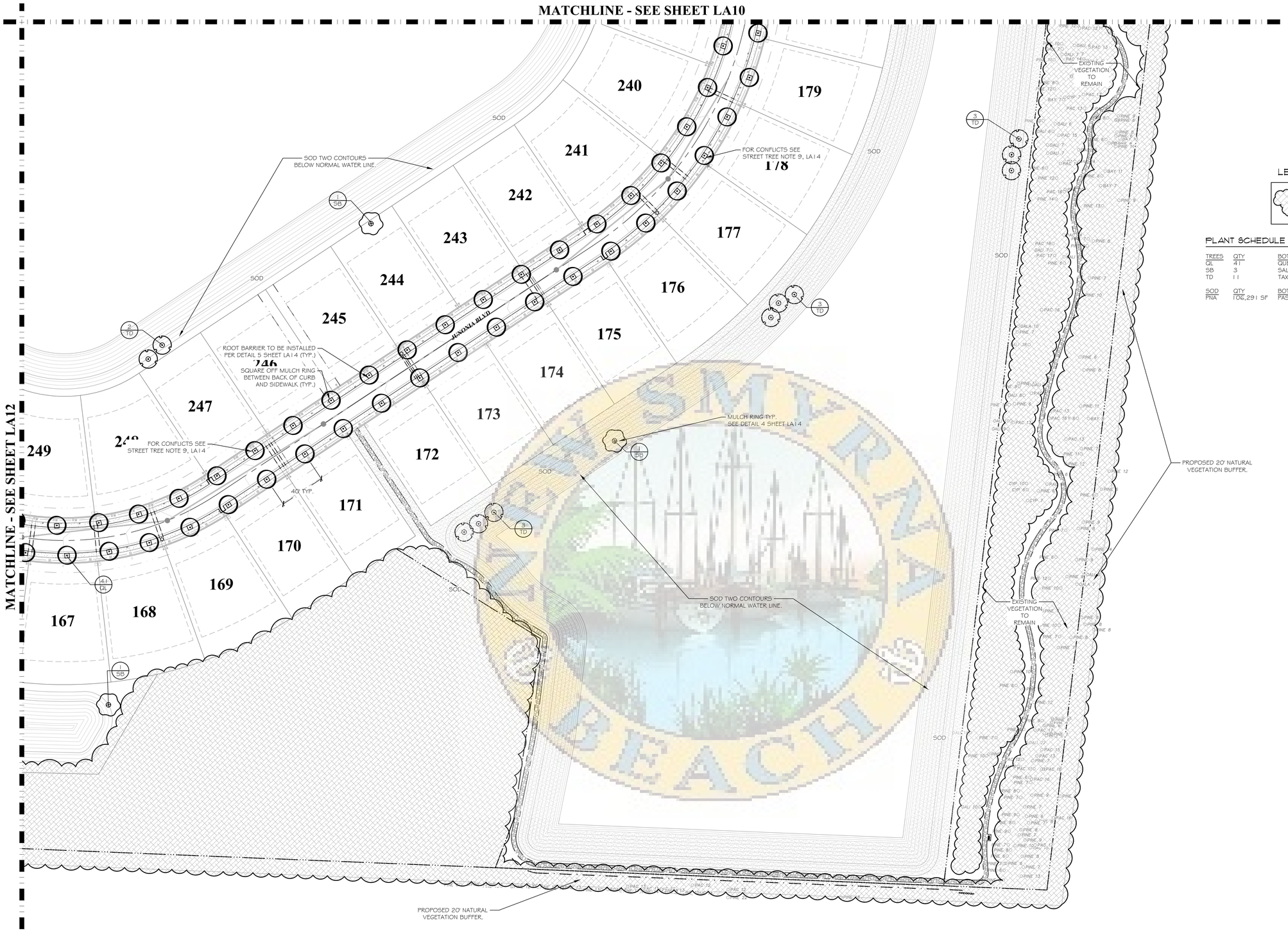

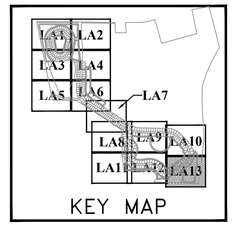

LEGEND

DENOTES NATURAL PRESERVATION AREA TO REMAIN

PLANT SCHEDULE LA13

TREES	QTY	BOTANICAL NAME	COMMON NAME
QL	41	QUERCUS LAEVIS	TURKEY OAK
SB	3	SALIX BABYLONICA	WEEPING WILLOW
TD	11	TAXODIUM DISTICHUM	BALD CYPRESS

SOD	QTY	BOTANICAL NAME	COMMON NAME
PNA	106,291 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA SOD

0 25 50 75 100

SCALE : 1" = 50'

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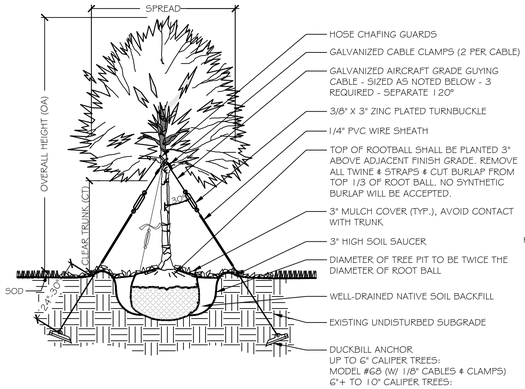
PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
CV	196	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.
IP	83	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.
ML	1	MAGNOLIA GRANDIFLORA `LITTLE GEM`	DWARF SOUTHERN MAGNOLIA	2.5" CAL.	30 GAL.
MR	1	MORUS RUBRA	RED MULBERRY	1.5" CAL.	30 GAL.
QL	510	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV2	67	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
QH	25	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.	
SB	21	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	192	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
ZF	2	ZANTHOXYLUM FAGARA	WILD LIME	24"	

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
CU	48	COCCOLOBA UVIFERA	SEA GRAPE	18" HT. X 12-18" SP.	3 GAL.	60" o.c.
HC	1,363	HAMELIA PATENS `COMPACTA`	DWARF FIREBUSH	24" HT. X 24" SP.	3 GAL.	36" o.c.
PM2	211	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	36" HT. X 18" SP.	3 GAL.	24" o.c.
VO2	15	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	24" HT. X 24" SP.	3 GAL.	60" o.c.
VS	1,145	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	24" HT. X 18" SP.	3 GAL.	48" o.c.
ZP	60	ZAMIA PUMILA (ZAMIA FLORIDANA) FULL	COONTIE	15" HT. X 18" SP.	3 GAL.	36" o.c.

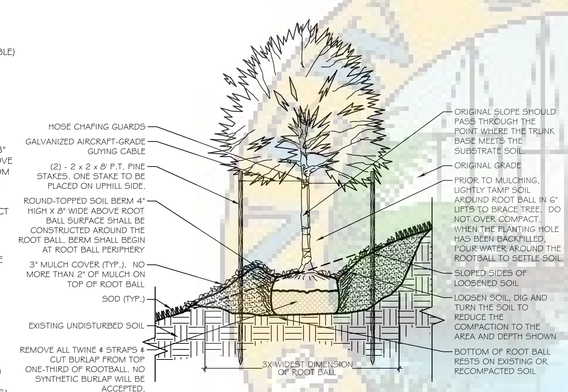
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
AO	537	ANNUALS -	SEASONAL ANNUALS	---	4" POT	12" o.c.
BH	2,100	BULBINE FRUTESCENS `HALLMARK`	ORANGE BULBINE	12" HT. X 12" SP.	1 GAL.	18" o.c.
EG	1,131	EVOLVULUS GLOMERATUS	BLUE DAZE	8` HT. X 8" SP.	1 GAL.	24" o.c.
MC	826	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.
SP	4,004	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.

SOD	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
WF	5,324 SF	SEE SHEET LA14 FOR WILDFLOWER SEEDING SPECIFICATIONS	WILDFLOWER MEADOW	---		
PNA	928,360 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---		
SSP	177,774 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		



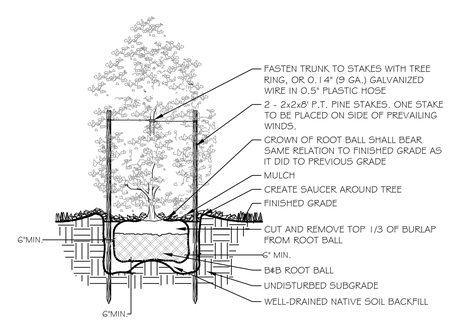
1 LARGE TREE PLANTING DETAIL

N.T.S. P-LA-TRE1-01



2 TREE PLANTING ON SLOPE DETAIL

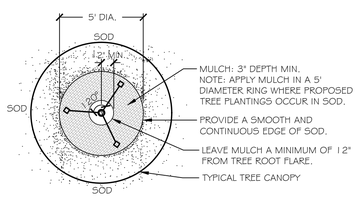
N.T.S. P-LA-TRE1-05



SPECIFICATIONS:
1. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
2. WATER THOROUGHLY AFTER INSTALLATION.
3. REMOVE TREE RINGS AND STAKES UPON TREE ESTABLISHMENT (MAX. ONE YEAR AFTER INSTALLATION)
4. PROVIDED DRAINAGE FOR PLANTING PIT IN IMPERMEABLE SOIL.

3 FULL TO GROUND TREE PLANTING DETAIL

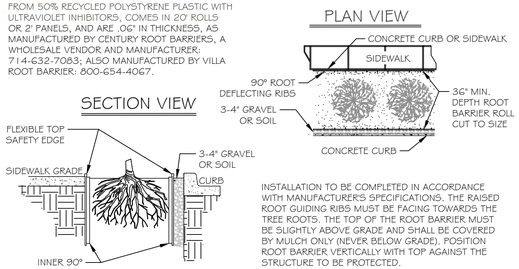
N.T.S P-LA-TRE1-02



4 TREE MULCHING DETAIL IN SOD AREAS

N.T.S. P-LA-MUL-TREE-01

ROOT BARRIERS ARE BLACK, MANUFACTURED FROM 50% RECYCLED POLYSTYRENE PLASTIC WITH ULTRAVIOLET INHIBITORS, COMES IN 20' ROLLS OR 2' PANELS, AND ARE .06" IN THICKNESS, AS MANUFACTURED BY CENTURY ROOT BARRIERS, A WHOLESALE VENDOR AND MANUFACTURER: 714-632-7083; ALSO MANUFACTURED BY VILLA ROOT BARRIER: 800-654-4067.



INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. THE RAISED ROOT GUIDING RIBS MUST BE FACING TOWARDS THE TREE ROOTS. THE TOP OF THE ROOT BARRIER MUST BE SLIGHTLY ABOVE GRADE AND SHALL BE COVERED BY MULCH ONLY (NEVER BELOW GRADE). POSITION ROOT BARRIER VERTICALLY WITH TOP AGAINST THE STRUCTURE TO BE PROTECTED.

5 ROOT BARRIER DETAIL (LINEAR APPLICATION)

N.T.S. P-LA-ROO-01

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORATAM ST. AUGUSTINE SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
19. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. ROOT BARRIER: ROOT BARRIER TO BE INSTALLED FOR ALL STREET TREES AT AN APPROPRIATE DISTANCE AWAY FROM TREE WHERE ROOTS WILL DISTURB INFRASTRUCTURE.
24. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.
25. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.
26. SEED & MULCH: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREA AFTER FIRST APPLICATION TO ASSURE THE TOP ONE (1) INCH OF SOIL IS MOIST. CONTRACTOR SHALL RE-INSPECT SEEDED AREA (MINIMUM OF THREE (3) TIMES WEEKLY), AND WATER AS NECESSARY TO ASSURE SURVIVABILITY. IF THERE ARE AREAS IN DECLINE THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-APPLICATION OF SEED TO FAILED AREAS.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.
3. IRRIGATION DESIGN SHALL BE IN CONCORDANCE WITH VOLUSIA COUNTY STANDARDS, AND SHALL BE APPROVED THROUGH VOLUSIA COUNTY.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWINGS BEACH, FL 32134
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MJR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MJR	RESPONSE TO COUNTY COMMENTS
3	05-06-22	MJR	RESUBMITTED TO CITY
4	10-06-22	MJR	RESUBMITTED TO CITY
5	03-10-23	MJR	RESUBMITTED TO CITY
6	05-24-23	MJR	RESUBMITTED TO CITY
7	06-13-23	MJR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MJR	RESUBMITTED TO COUNTY
9	09-05-23	SWK	FINAL CITY APPROVAL

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Jake E Stehr
This item has been digitally signed and sealed by Jake Stehr on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies
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JAKE E. STEHR, RLA, NO.6667462
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SHEET: LA14 OF 14

SMITH ACT

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ZONING 1/8 SCHEDULE

SYMBOL	NOTES
	PARK
	OPEN SPACE
	COMMON OPEN SPACE
	VILLAGE GREEN
	FDOT R.O.W. TAKING

CONCEPT GRAPHICS SCHEDULE

- 8' WIDE PEDESTRIAN/ BICYCLE PATHWAY
- 5' WIDE NATURE TRAIL
- 5' WIDE SIDEWALK

OPEN SPACE CALCULATION

PUD ZONING ORDINANCE	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OPEN SPACE (50% OF TOTAL PROJECT AREA)	271.77 AC	322.98 AC	307.03
COMMON OPEN SPACE (35% OF OPEN SPACE)	95.12 AC	125.79 AC	106.85
SUSTAINABLE COMMUNITY DEVELOPMENT FLU	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OVERALL PROJECT OPEN SPACE	271.77 AC	323.74 AC	307.03
PUBLIC OPEN SPACE (MIN 3% OF PROJECT AREA)	16.31 AC	20.03 AC (20 AC DEDICATED PUBLIC PARK NOT INCLUDED)	20.03 AC
PHASE 1&2 VILLAGE GREEN/ NEIGHBORHOOD COMMON AREA	2.19 AC	3.02 AC	3.02 AC

PUD PROJECT AREA

TOTAL	543.532 AC
PHASE 1-2	210.6 AC
PHASE 3-4	282.67 AC
FDOT ROW TAKING	18.779 AC
NOT INCLUDED	
PROPOSED VILLAGE NEIGHBORHOOD CENTER	31.48 AC

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 42)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
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7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	08-03-23	SHK	FINAL CITY APPROVAL
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK - PHASE 1 & 2
FINAL ENGINEERING PLANS
OPEN SPACE EXHIBIT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: MKW
DRAWING FILE: 18169-OS_EX
XREF'S: 18169_BAS.DWG
XREF'S: —

Jake E Stehr
This item has been digitally signed and sealed by Jake Stehr on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies
2024.09.04 15:09:05-04'00'

REGISTERED LANDSCAPE ARCHITECT JAKE E. STEHR LA6667462 STATE OF FLORIDA

OTHELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\WGS\18169-OS_EX.DWG - PRINTED 9/4/2024 2:25 PM

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 34-24: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD CREATE A LARGE-SCALE *COMPREHENSIVE PLAN* AMENDMENT, CHANGING THE FUTURE LAND USE FROM AGRICULTURE, FORESTRY RESOURCE, AND CONSERVATION TO INDUSTRIAL MIXED-USE ON APPROXIMATELY 1,618 ± ACRES OF LAND LOCATED SOUTH OF STATE ROAD 44 AND WEST OF I-95 KNOWN AS DEERING PARK INNOVATION CENTER (DPIC).

September 10, 2024

Background:

A. Applicant: David Fuechtman, P. O. Box 70, Edgewater Florida 32132

B. Property Owner: Farmton North LLC, P. O. Box 70, Edgewater Florida 32132

C. Recent History: The city's current Economic Development Strategic Plan, that was approved by the City Commission in December 2019, outlines strategies and target the specific following industries:

1. Aviation and Aerospace
2. Creative Class, including High Tech
3. Light Industry, including Manufacturing
4. Recreation
5. Medical
6. Professional Office, including Corporate Headquarters

On October 28, 2021 the City of New Smyrna Beach Economic Development Advisory Board hosted a public workshop at the Brannon Center for the purpose of collecting input from the community the economic development strategic plan and future plans, actions, and decisions. Three major priorities were concluded in that workshop that had approximately 45 attendees that included elected officials, local business owners, and concerned citizens.

1. Diversify the tax base.
2. Enhance utilities infrastructure.
3. Ensure quality labor pool.

The Southeast Chamber of Commerce conducted two leadership summits. The first summit was conducted on May 17, 2021 and the second was conducted on February 24, 2022. The two (2) summits looked into the regional strengths, challenges, and

opportunities. These summits were participated by the Southeast Volusia Cities, SEV Chamber of Commerce, Volusia County Staff, Team Volusia, Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), Southeast Volusia Advertising Authority, Elected Officials, Local Business Owners, and the East Central Florida Planning Council. The proposed Deering Park Innovation Center at New Smyrna Beach site was officially identified and recommended as an industrial mixed-use area during the second of these two leadership summits.

On June 14, 2022 the City Commission approved ordinance number 07-22, which approved a text amendment to the Future Land Use Element of the City's Comprehensive Plan to establish the Commercial Space Industry Opportunity Overlay. This Amendment to the City Comprehensive plan was to help identify areas within the city that are appropriate for commercial and light industrial development.

On October 25, 2022 the City Commission approved the Southeast Volusia Regional Economic Development Strategic Plan. The plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities.

During a public City Commission workshop on December 14, 2023, the Development Services Director, Shane Corbin and Attorney Glenn Storch presented a proposed innovation park to be located west of I-95 and south of State Road 44. This presentation outlined the history of the property, required PUD zoning, required Large Scale Comprehensive Plan amendment changing the Future Land Use to Industrial Mixed Use, and benefits to the city.

D. Request: Proposed Large Scale *Comprehensive Plan* amendment changing the Future Land Use from Agriculture, Forestry Resource, and Conservation to Industrial Mixed-Use on approximately 1,618 $\pm$ acres of land

E. Deering Park Site Information:

- **Size:** 1,618 $\pm$ acres
- **Location:** South of State Road 44, west of I-95
- **Parcel Numbers:** 7321-00-00-0010, 7328-00-00-0010, 7327-00-00-0024, 7333-00-00-0010, 7334-00-00-0010, and 7335-00-00-0100

F. Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Future Land Use Map

Exhibit D: Proposed Future Land Use Map

Exhibit E: Survey

Exhibit F: Applicants Existing Future Land Use Map

Exhibit G: Applicants Proposed Future Land Use Map

Exhibit H: Impact analyst

Exhibit I: Planning and Zoning Board Summary of Action
Exhibit J: State and County Review

Findings:

The Deering Park Innovation Center (DPIC) is a proposed mixed-use Planned Unit Development west of I-95 and south of SR 44. Approximately 1,618 ± acres in size. The project has been designed to allow up to 6,000,000 square feet of non-residential structures and 2,150 residential units, with at least 400 of the 1,618 acres to be designated Natural Vegetation Area.

The current intent of the Industrial Mixed-Use Future Land Use (FLU) Element is "to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed-Use are intended to accommodate a mix of light industrial/research, office, retail and medium- to high-density residential uses. Areas designated as Industrial Mixed-Use are required to develop using the planned unit development format."

This Large-Scale *Comprehensive Plan* amendment has been applied for with two other joint applications. A rezoning application, **PUD-7-24**, has been submitted to change the zoning to PUD, Planned Unit Development with a proposed development agreement. There is another application, **CPA-2-24** to create a large scale C*omprehensive Plan* amendment, amending the current text and a policy change to amend the Language in the Industrial Mixed-Use, Future Land Use Element.

The impact analyst report does show a deficiency for wastewater treatment and

recreation open space based on the current capacities. These current statics are based on a 30 plus year buildout of this development. The associated Master Development Agreement, if approved, would transfer to the City an approximate 50 - 55 acres recreation track of land. That agreement would also transfer approximately 10 acres of land for a future police department use. In addition, the New Smyrna Beach Utilities will have projected updated expansion to the potable water and wastewater treatment facilities and should be able to accept the additional request of services or the New Smyrna Beach Utilities may require additional facilities or additional land for utility facilities from the developer.

Completed reviews by the Florida Department of Commerce, St. Johns River Water Management District, East Central Florida Regional Planning Council, Florida Department of Transportation, Volusia Growth Management Commission, and the Volusia County School Board have been done. Result letters are attached as **Exhibit J**.

Recommendations:

At its regular scheduled meeting on May 6, 2024, the Planning and Zoning Board voted, 4-2, to give a positive recommendation to the City Commission to **approve** the requested Large Scale *Comprehensive Plan* amendment changing the Future Land Use designation to Industrial Mixed-Use.

Based on support from the Planning and Zoning Board, Economic Development Board, Economic Development Director, regional development and planning agencies, and direction from the City Commission based on a public workshop in December 2023, the Development Services Department recommends that the City Commission to **approve** the requested Large Scale *Comprehensive Plan* amendment changing the Future Land Use designation to Industrial Mixed-Use.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

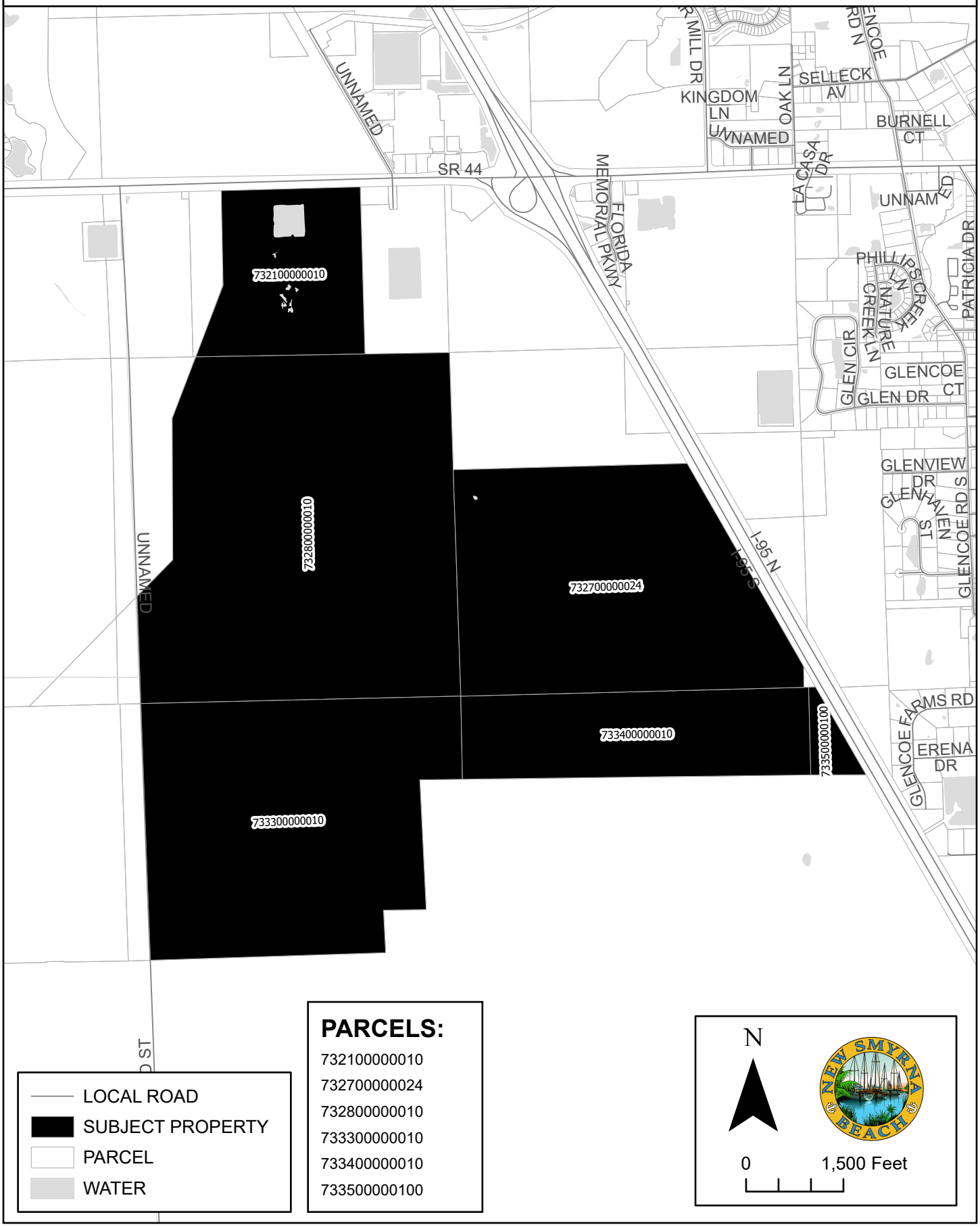
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

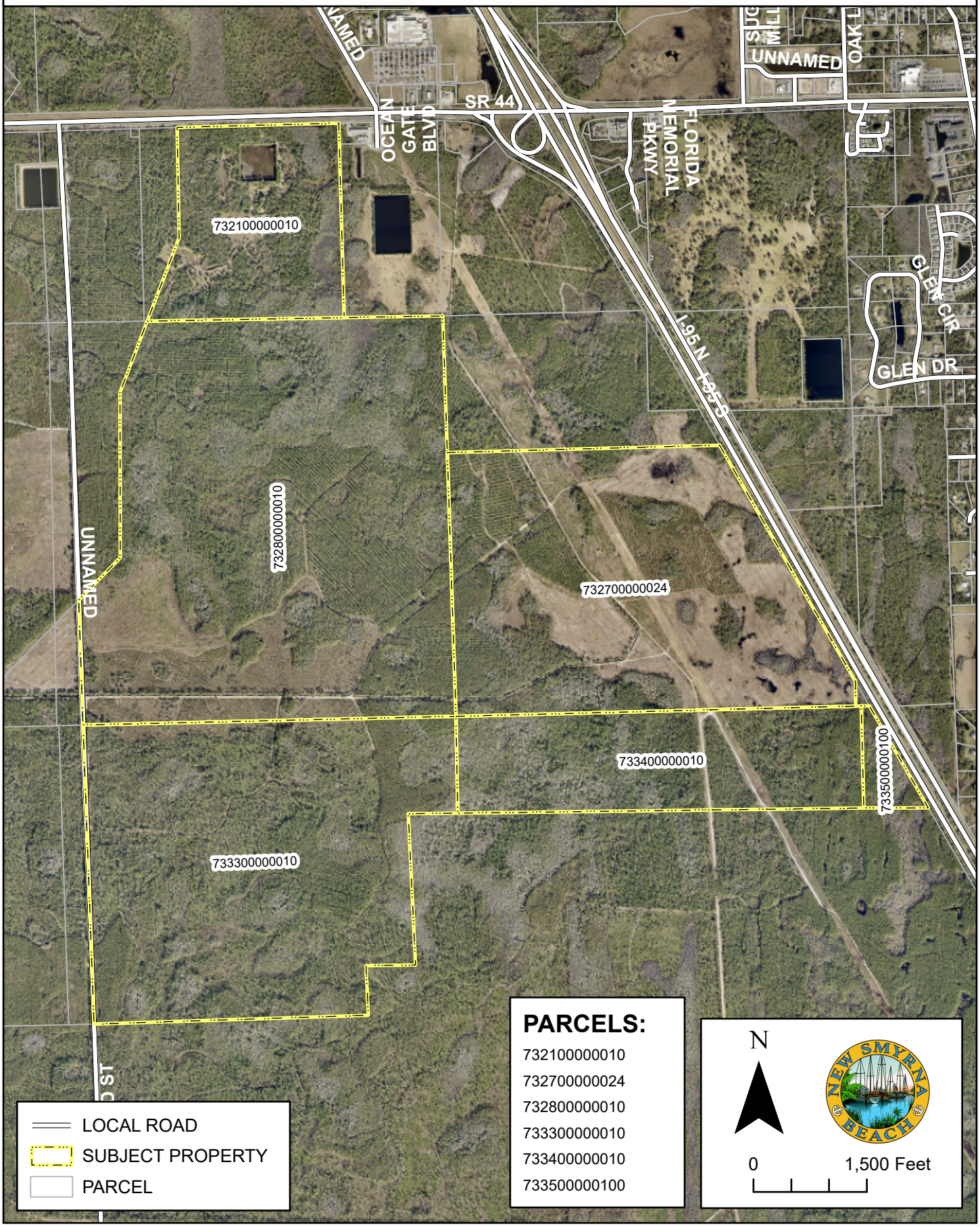
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf

Exhibit D Proposed FLU Map.pdf
Exhibit E Survey2.pdf
Exhibit F Applicants Existing Future Land Use Map2.pdf
Exhibit G Applicants Proposed Future Land Use Map2.pdf
Exhibit H 2024 DPIC Impact Analysis V2.pdf
Exhibit I Planning and Zoning Board May 6 2024 Summary of Action.pdf
Exhibit J State Agency and Volusia County Review.pdf
Ord 34-24 Large Scale CPA Deering Park Innovation Ctr.pdf

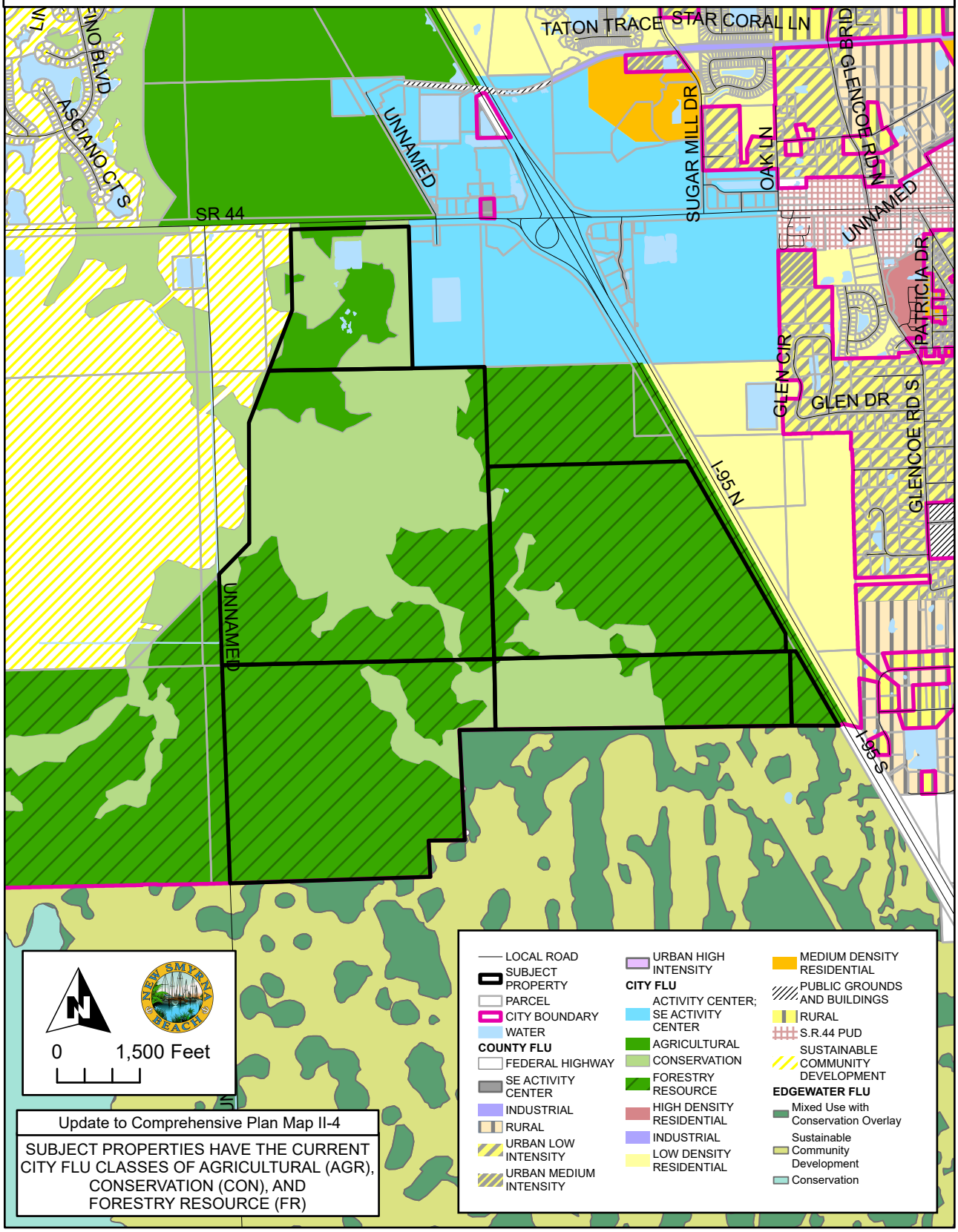
CPA-1-24 DEERING PARK INNOVATION CENTER
LOCATION MAP



CPA-1-24 DEERING PARK INNOVATION CENTER
AERIAL MAP



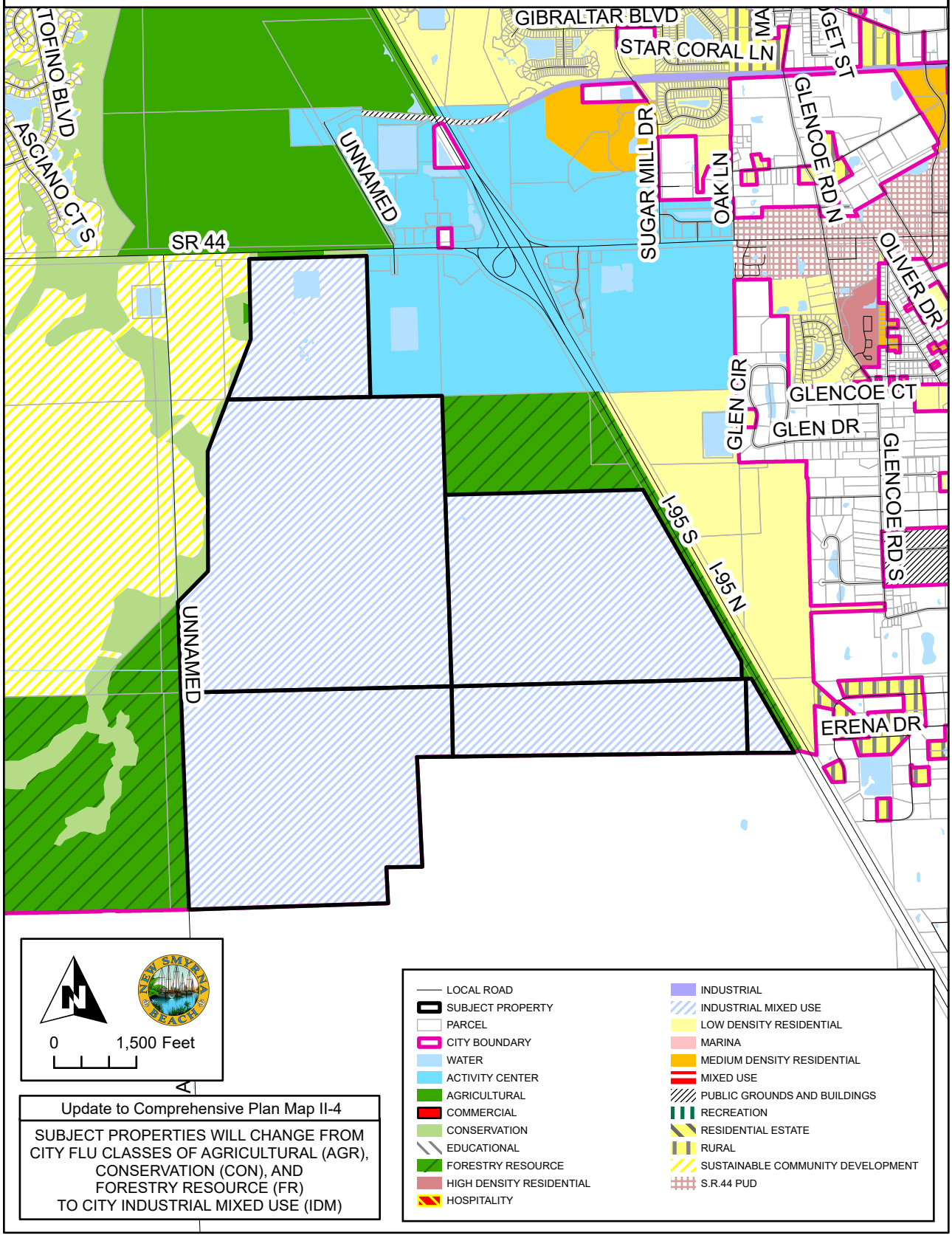
CPA-1-24: DEERING PARK INNOVATION CENTER
EXISTING FUTURE LAND USE MAP



Update to Comprehensive Plan Map II-4

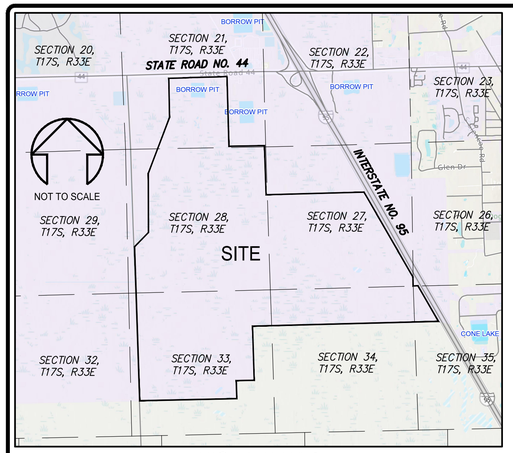
SUBJECT PROPERTIES HAVE THE CURRENT CITY FLU CLASSES OF AGRICULTURAL (AGR), CONSERVATION (CON), AND FORESTRY RESOURCE (FR)

CPA-1-24: DEERING PARK INNOVATION CENTER
PROPOSED FUTURE LAND USE MAP



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTIES WILL CHANGE FROM CITY FLU CLASSES OF AGRICULTURAL (AGR), CONSERVATION (CON), AND FORESTRY RESOURCE (FR) TO CITY INDUSTRIAL MIXED USE (IDM)



VICINITY MAP

SEC 20–17–33

STATE ROAD NO. 44 (R/W VARIES)

N88°48'47"E 2610.87'

CENTER OF SEC 21–17–33

N88°48'50"E 2623.35'

CENTER OF SEC 22–17–33 PER FDOT R/W MAP

N88°37'05"E 1100.00'

N87°11'09"E 200.06'

N88°37'05"E 33.38'

N88°37'05"E 607.41'

N85°45'20"E 200.25'

SOUTHERLY R/W LINE

RACETRAC PETROLEUM AT NEW SMYRNA BEACH MB 58, PGS. 49–50

W LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH

INTERSTATE NO. 95 (R/W VARIES)

N1°03'40"W 1441.97'

N88°37'05"E 2566.18'

S1°35'03"E 2566.18'

N0°12'57"W 2639.93'

S01°45'12"E 2631.63'

N0°23'11"W 2624.07'

O.R.B. 6844, PG. 2780

NOT PLATTED

O.R.B. 7814, PG. 453

O.R.B. 6677, PG. 4114

E 1/2 OF THE SE 1/4 OF SEC 21–17–33

W 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF THE E 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF O.R.B. 6677, PG. 4114

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

O.R.B. 7419, PG. 4887

N88°59'56"E 1303.94'

N88°59'56"E 2607.89'

N LINE OF SEC 28–17–33

POINT OF BEGINNING

NE CORNER OF SEC 28–17–33

N88°37'40"E 2693.16'

N88°09'51"E 2697.26'

N20°56'10"E 2190.75'

N88°59'26"E 2581.97'

N 1/2 OF THE NE 1/4 OF SEC 27–17–33

E LINE OF SEC 28–17–33

S1°53'50"E 1807.51'

O.R.B. 7512, PG. 2252

S LINE OF O.R.B. 7512, PG. 2252

N88°28'08"E 3604.94'

S 1/2 OF THE NE 1/4 OF SEC 27–17–33

S29°53'16"E 924.25'

S29°53'41"E 1573.05'

S29°52'47"E 1106.83'

S0°49'06"E 324.47'

S29°53'20"E 1511.53'

N88°08'38"E 178.56'

WESTERLY R/W LINE

N0°09'25"W 2184.28'

N0°17'23"W 5308.09'

S01°53'50"E 5308.75'

S00°49'06"E 5310.84'

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

NOT PLATTED

SEC 28–17–33

SEC 27–17–33

N44°24'44"E 727.89'

CENTERLINE OF 170' R/W AGREEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINES PER O.R.B. 963, PG. 305

O.R.B. 7814, PG. 453

1617.69 ACRES

S LINE OF SEC 29–17–33

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

N88°33'57"E 5346.61'

S88°40'07"W 5253.72'

S88°31'18"W 5290.43'

N1°55'19"W 5667.80'

O.R.B. 7592, PG. 3901

NEW SMYRNA BEACH

EDGEWATER

S88°32'27"W 6836.32'

DIVIDING LINE OF CITY LIMITS

N01°44'43"W 5269.50'

N01°17'32"W 5298.97'

N01°55'20"W 5308.73'

S02°01'51"E 5334.73'

NOT PLATTED

SEC 32–17–33

SEC 33–17–33

SEC 34–17–33

S88°44'07"W 661.28'

S1°45'48"E 663.29'

S1°50'32"E 1990.35'

S88°46'59"W 3569.67'

N88°46'59"E 9289.04'

1317.12'

0 300 600 1200

1 INCH = 600 FEET

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

A PORTION OF SECTIONS 21, 27, 28, 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°53'50"E ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1807.51 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7512, PAGE 2252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N88°28'08"E ALONG SAID SOUTH LINE, A DISTANCE OF 3604.94 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), HAVING A 350.00 FOOT RIGHT–OF–WAY; THENCE SOUTH ALONG SAID WESTERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; S29°53'16"E, A DISTANCE OF 924.25 FEET; THENCE S29°53'41"E, A DISTANCE OF 1573.05 FEET; THENCE S29°52'47"E, A DISTANCE OF 1106.83 FEET TO A POINT ON THE EAST LINE OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°49'06"E ALONG SAID EAST LINE, A DISTANCE OF 324.47 FEET TO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N88°08'38"E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 178.56 FEET TO A POINT ON AFORESAID WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95; THENCE S29°53'20" ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1511.53 FEET TO A POINT ON THE DIVIDING LINE OF THE CITY OF NEW SMYRNA BEACH AND THE CITY OF EDGEWATER, FLORIDA; THENCE WESTERLY ALONG SAID DIVIDING LINE THE FOLLOWING FIVE (5) COURSES; S88°32'27"W, A DISTANCE OF 6836.32 FEET; THENCE S01°50'32"E, A DISTANCE OF 1990.35 FEET; THENCE S88°44'07"W, A DISTANCE OF 661.28 FEET; THENCE S01°45'48"E, A DISTANCE OF 663.29 FEET; THENCE S88°46'59"W, A DISTANCE OF 3569.67 FEET; THENCE DEPARTING SAID DIVIDING LINE, RUN N01°55'19"W, A DISTANCE OF 5667.80 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6844, PAGE 2780, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES; N44°24'44"E, A DISTANCE OF 727.89 FEET; THENCE N00°09'25"W, A DISTANCE OF 2184.28 FEET; THENCE N20°56'10"E, A DISTANCE OF 2190.75 FEET; THENCE N01°03'40"W, A DISTANCE OF 1441.97 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 44, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING FIVE (5) COURSES; N88°37'05"E, A DISTANCE OF 607.41 FEET; THENCE N85°45'20"E, A DISTANCE OF 200.25 FEET; THENCE N88°37'05"E, A DISTANCE OF 1100.00 FEET; THENCE N87°11'09"E, A DISTANCE OF 200.06 FEET; THENCE N88°37'05"E, A DISTANCE OF 33.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE WEST LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH, AS RECORDED IN MAP BOOK 58, PAGES 49–50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6677, PAGE 4114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2566.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 28; THENCE N88°59'56"E ALONG SAID NORTH LINE, A DISTANCE OF 1303.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1617.69 ACRES, MORE OR LESS.

EXHIBIT E

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S01°53'50"E.
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. THERE MAY BE MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
℄	CENTER LINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
SEC	SECTION–TOWNSHIP–RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

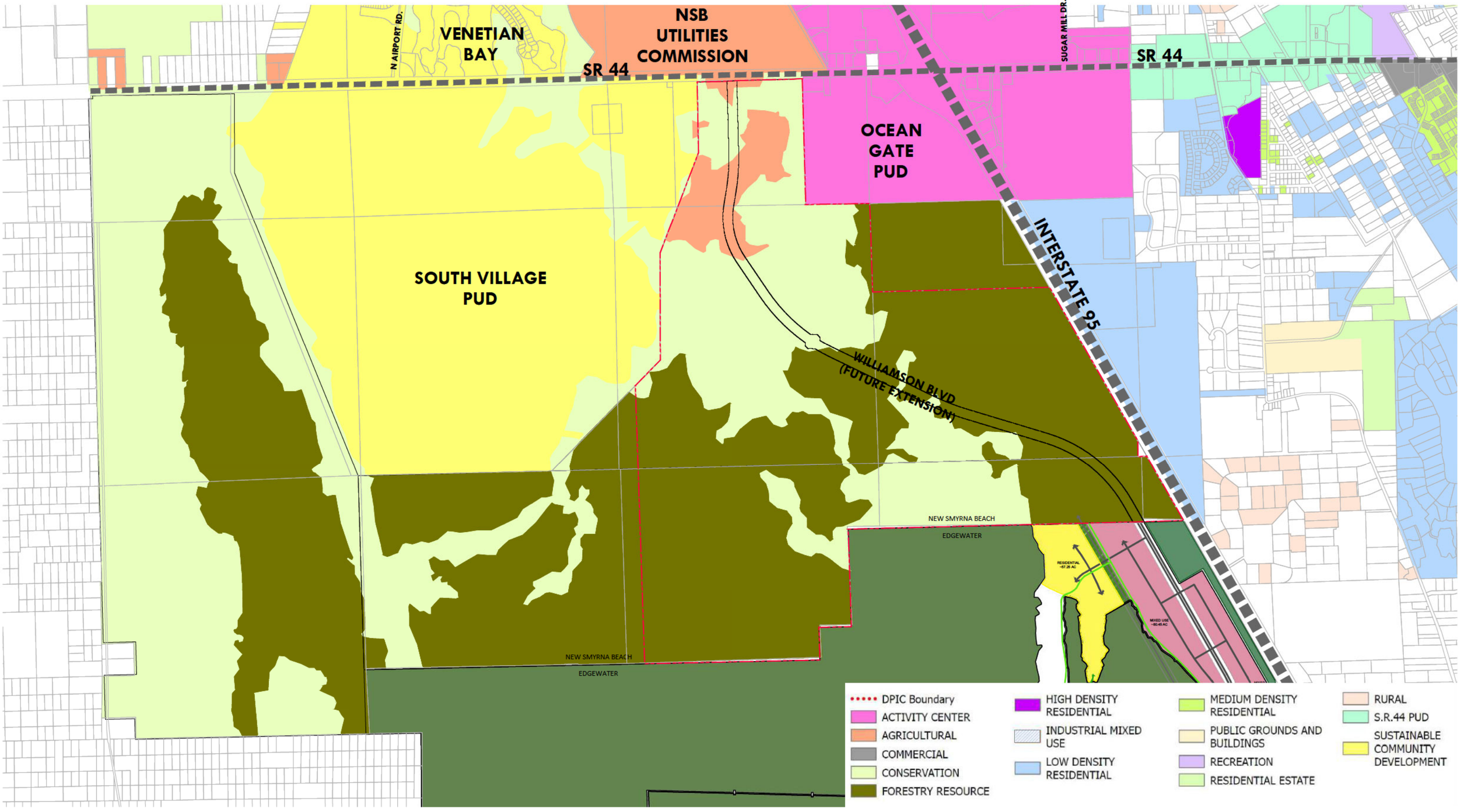
REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

SKETCH AND DESCRIPITON			PROJECT # 1122
DRAWN BY: LAT	DRAW DATE: 01/25/24	CHECKED BY: LHD	SCALE: 1" = 600'
CREW: N/A	FIELD DATE: N/A	F.B./PG.: N/A	SHEET 1 OF 1

FILE NAME: 1122_Innovation_surbase2.dwg

O:\Work In Progress\1122 FARMTOWN_Survey_Civil_3D-DWGs\Innovation Parcel\1122_Innovation_surbase2.dwg Feb 19, 2024 11:48am



DEERING PARK INNOVATION CENTER - EXISTING FUTURE LAND MAP

1"=1800'

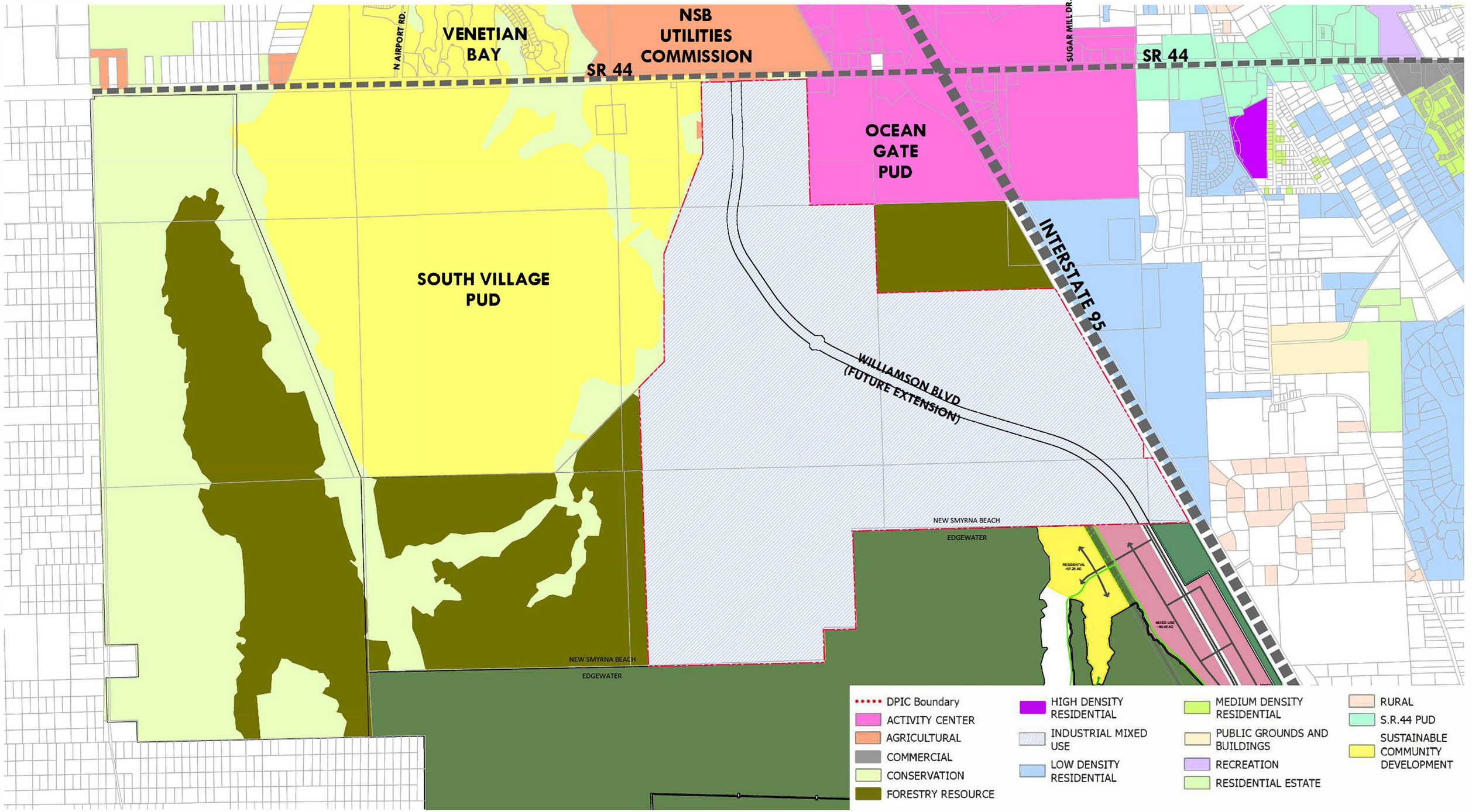
04.12.2024

EXHIBIT F

0' 900' 1800' 3600'

SCALE: 1"=1800'

ML+H



DEERING PARK INNOVATION CENTER - PROPOSED FUTURE LAND MAP

1"=1800'

04.17.2024

EXHIBIT G

0' 900' 1800' 3600'

SCALE: 1"=1800'

ML+H

PRELIMINARY IMPACT ANALYSIS

Existing City FLU	Acres	Density	Units	Existing City Zoning	Acres
Agriculture	93.00	1 unit/acre	93	A-1, Prime Agriculture	93
Forestry Resource	948.00	1 unit/20 acres	47.4	F, Forestry Resource	948
Conservation	577.000	0 units/acre	0	C, Conservation	577.000
Total	**1618.000**		**140.4**		**1618.000**

Requested City FLU	Acres	Density	Units	Requested City Zoning		
Industrial Mixed Use	1618.000	Capped at 2,150 units	2,150	PUD	1618.000	
Total	**1618.000**		2150		**1618.000**	**Increase/ (Decrease)**
			0			2010

	Existing FLU	Units	Requested FLU	Units	2010
Dwelling Units	Agriculture =1 dwelling units per acre/Forestry Resource = 1 unit per 20 acres/ Conservation = 0 units per acre	140.4	Industrial Mixed Use	2150	
TOTAL DWELLING UNITS		**140**		**2150**	

Existing FLU		Proposed FLU		
Floor Area Ratio (FAR)	Maximum Allowed Non-Residential Building Area (Sq. Ft.)	Floor Area Ration (FAR)	Maximum Allowed Non-Residential Building Area (Sq. Ft.)	
Agriculture = 0.10	405,108	Industrial Mixed Use	6,000,000	
Forestry Resource = 0	0		0	
Conservation = 0.10	2,513,412			**Increase/ (Decrease)**
	2,918,520		**6,000,000**	**3081480**

	Existing FLU		Proposed FLU		
Population[2]	2.41 persons/du	338	2.41 persons/du	5182	4843
Students[3]	0.396 students/du	56	0.396 students/du	851	796

Trip Generation[4] (See Transportation Impact Study)	Existing Land Use			Proposed Land Use	Average Daily Trips			
	Land Use	Average Daily Trips	PM Peak Hour Trips	Land Use	0	PM Peak Hour Trips	Average Daily Increase / (Decrease)	PM Peak Increase / (Decrease)
	Agriculture, Forestry Resource, & Conservation			Industrial Mixed Use		0	0.00	0.00
						0	0.00	0.00
TOTAL						**0.00**	**0.00**	**0.00**

Parks and Recreation

				Requirements (City)						
Facility Type	Adopted Level of Service Standard	Total Required for Population of Subject Property	Facility Type	Adopted Level of Service Standard		Total Required for Population Before Proposed PUD and Large Scale Comprehensive Plan amendment	Additional Required for Proposed FLU Population	Total Required after Development Completion	Existing	Under / (Deficiency)[5a]
			Beach Access	acres per resident -	0.00025	7.75	1.295375	9.045375	227.19	218.14
			Urban Open Space	acres per resident -	0.001	31	5.182	36.182	33.167	(3.02)
			Equipped Play Areas	acres per resident -	0.0002	6.2	0.012	6.212	12.503	6.29
			Neighborhood Parks	acres per resident -	0.0004	12.4	0.024	12.424	29.156	16.73
			Community Parks	acres per resident -	0.001	31	0.06	31.06	75.664	44.60
			Regional Parks	acres per resident -	0.02	620	1.2	621.2	60314.47	59693.27
			Urban District Parks	acres per resident -	0.005	155	0.3	155.3	770.706	615.41
			Baseball/Softball Fields	fields per resident -	0.0001	3.1	0.006	3.106	9	5.89
			Basketball Courts	courts per resident -	0.00005	1.55	0.003	1.553	10	8.45
			Bicycle Trails	miles per resident -	0.0001	3.1	0.006	3.106	46.584	43.48
			Boat Ramps	ramps per resident -	0.00008	2.48	0.0048	2.4848	8	5.52
			Piers/Catwalks/Jetties	lineal feet per resident -	0.032	992	1.92	993.92	4074	3080.08
			Football/Soccer Fields	fields per resident -	0.00004	1.24	0.0024	1.2424	7	5.76
			Handball/Racquetball Cts.	courts per resident -	0.00005	1.55	0.003	1.553	5	3.45
			Shuffleboard Courts	courts per resident -	0.00008	2.48	0.0048	2.4848	37	34.52
			Tennis Courts	courts per resident -	0.0001	3.1	0.006	3.106	9	5.89

	Existing FLU			Proposed FLU					
	Residential	Non-Residential	Total	Industrial Mixed Use	Maximum Peak Flow (Million GPD)	Existing Average Daily Flow (Million GPD)	Total Average Daily Flow after Project Buildout (Million GPD)	Existing Maximum Capacity (GPD)	Remaining Capacity (GPD)
Potable Water[6] (GPD)	0.00	0.00	0.00	516,000 Residential / 600,000 Commercial	6.876	6.04	7.16	10,360,000.00	3,200,000.00
Wastewater Treatment[7] (GPD)	0.00	0.00	0.00	445,050 Residential / 600,000 Commercial	9.51	6.33	7.38	7,000,000.00	(375,050.00)
Solid Waste[8]	0.00	n/a	0.00	37876.765					
Stormwater[9]									

Notes:

1

2. Population: 2.41 persons per residential unit or single-family dwelling per 2006-2008 American Community Survey for Volusia County

3. Student population is calculated at a rate of 0.396 students per single-family dwelling unit

4. See traffic Impact Analysis

5

6. Potable Water: City = 240 gallons per day per residential unit or ERU

7. Sanitary Sewer: City = 207 gallons per day per residential unit or ERU.

8. Solid Waste: City = 7.3 pounds per person per day. Non-residential waste is included in these figures.

Solid Waste is transported to the Tomoka Land Fill, which has a 40-year projected lifespan before reaching capacity and is therefore not affected by the proposed FLU changes

9. Stormwater Drainage: LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements contained in the Land Development Regulations.

CITY OF NEW SMYRNA BEACH
PLANNING AND ZONING REGULAR MEETING

SUMMARY OF ACTION

MONDAY, MAY 6, 2024 – 5:30 P.M.

OPENING OF MEETING:

Call to Order:
5:30 p.m.

Roll Call:
Thomas Bien - present
John Hall - present
John Frankhouser - present
Stephen Yates - absent
Larry Wheatcraft - present
Carl Hodges - present
Kip Hulvershorn – present

APPROVAL OF THE AGENDA:

Changed the order of the agenda.

APPROVAL OF MINUTES:

2.A Approval of the minutes of the Planning and Zoning Regular Meeting Minutes for December 4, 2023, March 18, 2024, and April 1, 2024.

Unanimously approved.

PUBLIC PARTICIPATION:

None.

OLD BUSINESS:

None.

NEW BUSINESS:

5.A A-6-24: 2565 Pioneer Trail
Unanimously approved.

5.B A-7-24: 644 Dolores Street
Unanimously approved.

5.C CPA-2-24: Establish Deering Park Innovation Center and Amending the FLU Element of the Comprehensive Plan
Approved with a Vote of 4-2.

5.D CPA-1-24: Deering Park Innovation Amending the FLU from Agriculture, Forestry Resource and Conservation to Industrial Mixed Use
Approved with a Vote of 4-2.

5.E PUD-7-24: Dearing Park Innovation Center
Continued to June 3, 2024, Planning and Zoning Meeting.

5.F ZT-1-23: Floor Area Ratio Commercial Definition
Approved with a Vote of 5-1.

5.G PUD-2-23: 1300 S. Atlantic – Mixed Use Building/Parking Garage
Approved with a Vote of 5-1.

COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD:

REPORTS AND COMMUNICATIONS BY THE STAFF:
Development Activity Report – May 2024

ADJOURNMENT:
9:27 p.m.

Volusia Growth Management Commission

September 6, 2024

Shane Corbin, Development Services Director
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: VGMC #24-040, City New Smyrna Beach Large Scale Amendment Application
CPA-1-24: Deering Park Innovation Center – Future Land Use Map Amendment
CPA-2-24: Deering Park Innovation Center – Future Land Use Text Amendment

Dear Mr. Corbin,

The Volusia Growth Management Commission (VGMC) received the above referenced large scale amendments from the City of New Smyrna Beach, VGMC Case No. 24-040. The application was deemed complete on August 7, 2024 and duly noticed. In accordance with Section 90-35(d)(2)a. of the Volusia Growth Management Commission Consistency Rules and Regulations, other units of local government had until September 4, 2024 to petition for hearing on the application.

As part of the application submittal, the Volusia County Schools issued a ***conditional*** finding of adequate capacity dated August 6, 2024. The conditional finding requires that the City (i) adopt the language in Section 15 "School Capacity" of the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement (the "MDA"), and (ii) record the MDA in the public records of Volusia County. A copy of the Volusia County Schools correspondence is attached hereto and labeled as Exhibit A.

Based upon the lack of objection filed by another unit of local government, VGMC Case No. 24-040 is hereby deemed certified as consistent without the need for a public hearing ***subject to*** the City's compliance with Volusia County Schools' conditional finding of adequate capacity outlined in Exhibit A. Once adopted and recorded, please forward a copy of the ordinance(s) and MDA to both the Volusia County Schools and the VGMC office.

The Volusia Growth Management Commission appreciates the efforts of the City of New Smyrna Beach to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

140 South Beach Street, Suite 305, Daytona Beach, FL 32114
Tel: 386-947-1875 ■ Fax: 386-947-1877 ■ Email: vgmc@volusia.org

East Central Florida Regional Planning Council
455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org
Tara McCue, AICP
Executive Director

MEMORANDUM

To: Shane Corbin, Development Services Director, Development Services Department, City of New Smyrna Beach, FL

From: John Patterson, AICP, Planner III

Date: June 6, 2024

Subject: Local Government Comprehensive Plan Review | New Smyrna Beach 24-01ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the City of New Smyrna Beach was received on June 3, 2024 and contains one (1) comprehensive plan Future Land Use Map amendment. This report includes a summary of the proposed amendments and Council staff comments.

Summary of Proposed Amendment

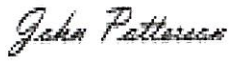
The proposed amendment is to change the Future Land Use Map classification of a ±1,618-acre site from Conservation, Forestry Resources, and Agriculture uses to the Industrial Mixed Use classification to allow the development of Deering Park Innovation Center (DPIC), proposed for 2,150 residential units and 6,000,000 square feet of commercial and industrial development to be reviewed under a separate petition. The subject property is located south of and adjacent to State Road 44, just west of its intersection with I-95.

Comments and Recommendations

Staff has reviewed the proposed Future Land Use Mapy amendment, and found that the proposal will not adversely impact regional resources and facilities of significance identified in the SRPP, nor create extra-jurisdictional impacts on nearby governments in the region.

The applicant is commended for planning a development laid out in a manner to preserve the greatest amount of wetlands possible.

We thank you for the opportunity to review this Future Land Use Map amendment proposal. If you have any questions, please do not hesitate to contact John Patterson, AICP, Planner III, by email at jpatterson@ecfrpc.org or by phone at *(407) 245-0300, Extension 301.*



Kind regards,

John Patterson, AICP
Planner III
East Central Florida Regional Planning Council

July 3, 2024

The Honorable Fred Cleveland
Mayor, City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Mayor Cleveland:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of New Smyrna Beach (Amendment No. 24-01ESR) received on June 3, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email at jon.coulter@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosure(s): Procedures for Adoption

cc: Shane Corbin, Development Services Director, City of New Smyrna Beach
Robert Mathen, Senior Planner, City of New Smyrna Beach
Tara McCue, Executive Director, East Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

July 3rd, 2024

Mr. Robert Mathen
Senior Planner
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168-9985

Subject: **City of New Smyrna Beach Proposed Comprehensive Plan Amendment 24-01ER**
Response Type: ***No Comments***

Dear Mr. Mathen,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment package for the City of New Smyrna's Proposed 24-01ER, as requested in your transmittal letter, dated June 3rd, 2024.

Proposed Ordinance:
The comprehensive plan amendment proposes changing the Future Land Use on approximately ±1,618 acres of land from Conservation, Forestry, and Agriculture to Industrial Mixed Use. The location is generally located south of State Road 44, west of 1-95. The location maps of the subject properties are shown in **Appendix A**. As shown in the map, S.R. 9/I-95, S.R. 44, S.R. 44/Lytle Ave, and S.R. 44/Canal St are located within a 3-mile radius and identified as a state roadway of state importance[1].

[1] State roadway of state importance is defined as any roadway located on the SIS, SHS, or the NHS.

Result:
FDOT has reviewed the transmitted amendment for the City of New Smyrna pursuant to Section 163.3184(3), Florida Statutes. The proposed FLU amendment has been discussed previously with Department staff and any concerns have been discussed. At this time, there are no other comments from the Department.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, be transmitted to the Department.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5457 or by email at james.rodriguez@dot.state.fl.us.

Sincerely,

James Rodriguez
D5 Growth Management Coordinator

Cc:

Carol McFarlane, Volusia County
Patricia Smith, Volusia County
Jay Williams, Volusia County
James Stansbury, DEO
Jennifer Carver, FDOT
Melissa McKinney, FDOT
Tiffany Hill, FDOT

Florida Department of Transportation

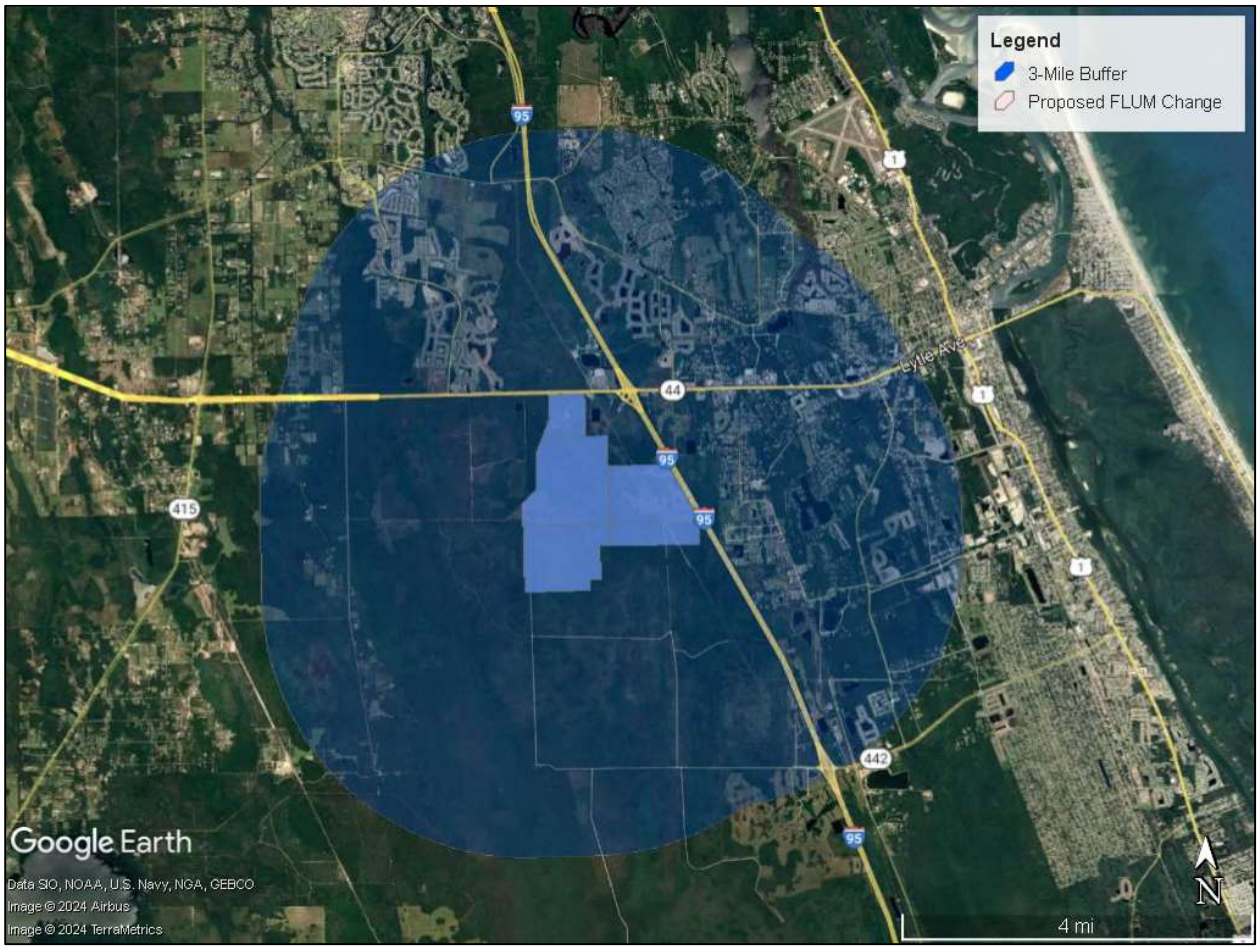
RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX A

LOCATION MAP



Source: Google Earth

From:	Steve Fitzgibbons
To:	Corbin, Shane; Mathen, Robert
Cc:	DCPexter@commerce.fl.gov
Subject:	City of New Smyrna Beach's proposed comprehensive plan amendment 24-01ESR
Attachments:	image001.png

Dear Mr. Corbin:

St. Johns River Water Management District (District) staff have reviewed City of New Smyrna Beach's proposed comprehensive plan amendment 24-01ESR in accordance with the provisions of Chapter 163, Florida Statutes (F.S.). District staff review, as outlined in F.S., focused on flood protection and floodplain management, wetlands and other surface waters, and regional water supply, as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted. District staff provide the following technical assistance related to wetlands and other surface waters and regional water supply.

Amendment

The proposed amendment changes the future land use designation of a 1,618-acre parcel to facilitate an industrial mixed-use development that includes 6,000,000 square feet of non-residential structures, 2,150 residential dwelling units, and at least 400 acres designated as a Natural Vegetation Area. The amendment notes that approximately 41% of the parcel (662 acres) may contain wetlands and approximately 327 acres may be impacted.

Important State Resources

The parcel is located within the District's Northern Coastal Surface Water Basin, Spruce Creek Hydrologic Basin, and Central Springs/East Coast Regional Water Supply Planning Region, and is within a designated Water Resource Caution Area (WRCA).

Technical Assistance

- Environmental Resource Permit (ERP) Advisory Information:
- The future proposed development will require an Environmental Resource Permit (ERP) in accordance with Chapter 62-330, Florida Administrative Code (F.A.C.). Conceptual approval for the proposed development may be requested followed by submittal of applications for phased construction. The extent of wetlands and surface waters will need to be established pursuant to Chapter 62-340, F.A.C., and will be utilized during review of any ERP.

- The proposed development appears to include activity that will need to meet the permitting criteria of Chapter 62-330, F.A.C. Note that the ERP applicant must provide reasonable assurance the conditions of issuance are met regarding water quality, water quantity, and impacts to natural resources. District ERP staff recommend proceeding with scheduling a pre-application meeting to ensure the applicant is aware of options that can be incorporated into the project design to provide the required reasonable assurance with regard to the rule criteria. Since stormwater harvesting may be a viable option, District CUP staff could also attend the pre-application meeting.

- District ERP staff note that the extent of proposed wetland and surface water impacts (approximately 50% of what has been identified onsite) is significant given the size of the project area and encourage review of the elimination and reduction criteria in Section 10.2.1 of the Applicant's Handbook Volume I during future development design.

- The future proposed development is located within the Spruce Creek Hydrologic Basin and, subsequently, will need to meet the standards and criteria of subsection 13.5 of the Applicant's Handbook Volume II.

- An ERP was recently issued for Deering Park North, which is located immediately south of the future proposed development. Deering Park North includes mitigation areas that may be adversely impacted as a result of proposed residential development within the southwestern portion of the Deering Park Innovation Center. Exhibit 10 of the Preliminary Environmental Assessment report does not reflect the location of Deering Park North mitigation areas that are adjacent to both Farmton Mitigation Bank and Deering Park Innovation Center. In addition, Exhibit 11 does not reflect the contiguity between Deering Park Innovation Center and the Volusia County Environmental Core Overlay, as a result of the Deering Park North mitigation.

- Please note that the Statewide Stormwater Rule may be adopted soon. If so, future development will be governed by the revised stormwater rules.

- Regardless of this amendment, please note that in accordance with Section 163.3177(6)(c)4, F.S., the City was required to adopt an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan amendment within 18 months of approval of the 2022 Central Springs/East Coast Regional Water Supply Plan (CSEC RWSP). The District approved the 2022 CSEC RWSP on February 8, 2022. Subsequently, the City was required to adopt an updated WSFWP and related comprehensive plan amendment by August 8, 2023. The District has no record of the City adopting an updated WSFWP and related comprehensive plan amendment.

  In addition, please note that the District regularly monitors and evaluates impacts to water resources from permitted and planned water users. Such analysis could determine that additional project options may need to be implemented, in addition to those already identified in the CSEC RWSP, to proportionally offset the respective impact to water resources.

Conclusion

The District is providing technical assistance comments consistent with Section 163.3168(3), F.S. The District encourages the City to address these issues and recommendations prior to adopting the proposed amendment. They are offered as suggestions which can strengthen the City's comprehensive plan and provide assurance that the future development will not adversely impact important state resources.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369

Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest



VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Conditional Finding of Adequate Capacity Letter

August 6, 2024

Mr. David Fuechtman
Farmton North, LLC
3450 Old Dawson Rd
Edgewater, FL 32132

RE : Deering Park Innovation Center at NSB-City of New Smyrna Beach
School Concurrency Case # 24-04-24-002-A

Dear Mr. Fuechtman:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Deering Park Innovation Center at NSB associated with 1,618 +/- acres of property located at or near the intersection of I-95 and SR 44 within New Smyrna Beach city limits. The proposed project would provide a total of two thousand one hundred fifty (2,150) total dwelling units, comprised of one thousand fifty-five (1,055) single family homes, seven hundred twenty (720) multifamily apartments and three hundred seventy-five (375) multifamily townhomes.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit and (0.137) per multifamily dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate four hundred twenty-four (424) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	1,055	273
Multifamily Dwelling Unit	0.137	1,095	151
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**2,150**	**424**

FACILITIES SERVICES
3750 OLSON DRIVE ✞ DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 ✞ FAX (386) 506-5056

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2023/24 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Chisholm Elementary	489	124%	No	149
New Smyrna Beach Middle	972	119%	No	79
Southeast CSA (New Smyrna Beach High)	1,762	103%	No	135
Other				61

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and middle school levels.

The requirement for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to enter into a capacity enhancement agreement with the Volusia County School Board (VCSB) to dedicate a school site of at least thirty (30) usable acres to VCSB before the City of New Smyrna Beach may issue any preliminary site plan approval, is included in Section 15 of the proposed Master Development Agreement (MDA, see attached). The MDA also provides the following restrictions, that (1) residential units are restricted to 2,150 units; (2) the current request does not increase that residential density; and (3) in the event of an application to increase the number of dwelling units above 2,150 units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2,150 units, then the excess units (over 2,150 units) shall be subject to school concurrency review.

Based on the foregoing, the school district can provide this letter of no impact on school capacity planning, provided that the language in Section 15 of the MDA is approved and adopted by the City Council and recorded in public records. Otherwise, there is no finding of adequate capacity.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency regulations in effect at the time of review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,

Leineriza V. Divina
Specialist, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Glenn D. Storch, Esq, Storch Law Firm
Jeff Gove, Chief Planner, City of New Smyrna Beach
Merry Chis, Operations Manager, Volusia Growth Management Commission
James F. Roberts, VCSB Planning Services Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Deering Park Innovation Center at NSB
VCSB Project #	**24-04-24-002-A**
Jurisdiction Project #	
Parcel ID Numbers	7321-00-00-0010; 7328-00-00-0010; 7327-00-00-0024; 7335-00-00-0100; 7344-00-00-0010; 7333-00-00-0010
Project Location	I-95 and SR 44
Potential Residential Units	1,055 Single Family Homes and 1,095 Multi-Family Units
Property Owner/Applicant	David Fuechtman - Farmton North, LLC
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Leimeriza V. Divina
Specialist, Planning

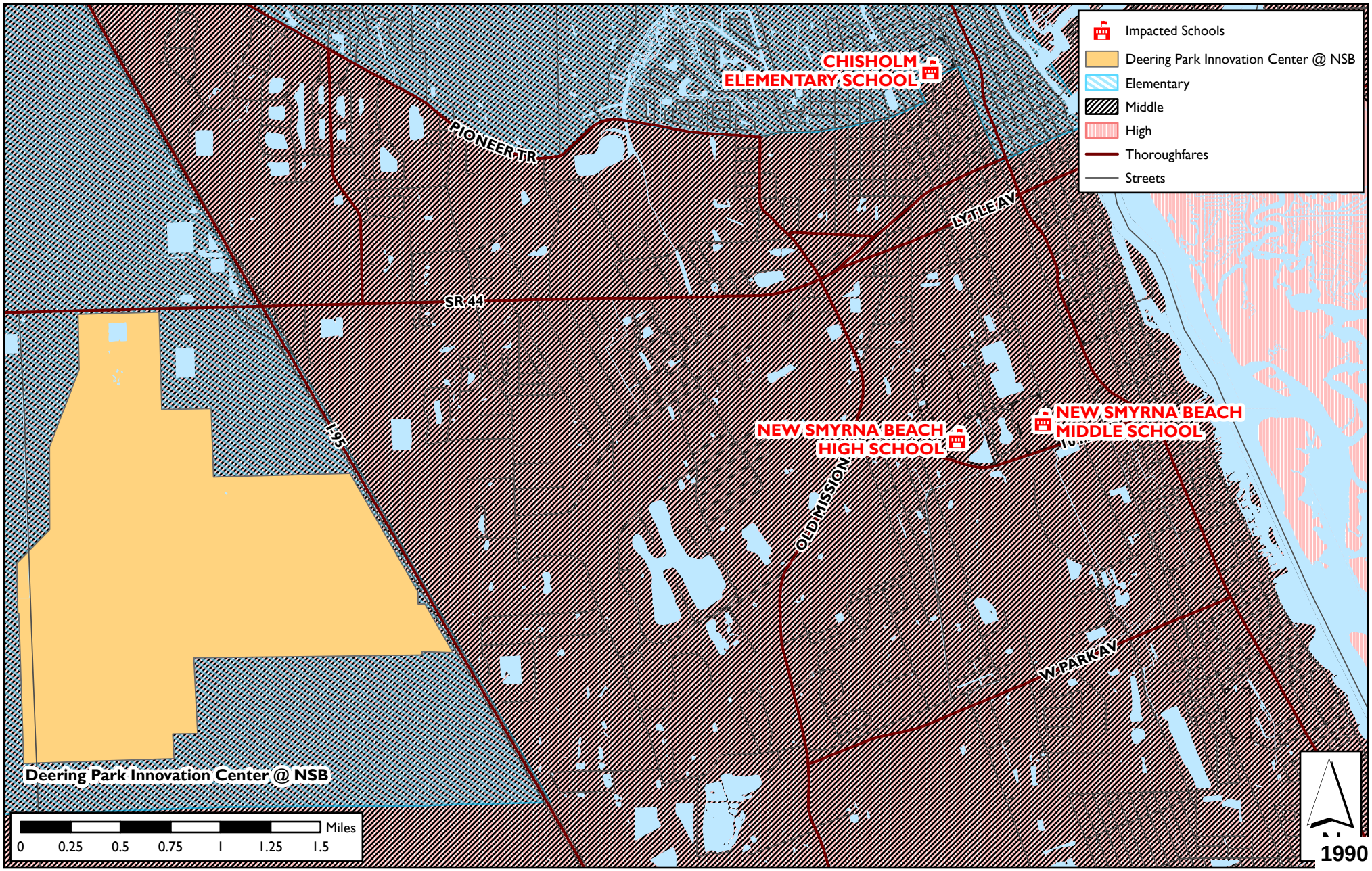
August 6, 2024
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Deering Park Innovation Center @ NSB

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
April 2024



ORDINANCE NO. 34-24

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 1,618± ACRES LOCATED SOUTH OF SR 44, WEST OF I-95, FROM CITY *AGRICULTURE, FORESTRY RESOURCE,* AND *CONSERVATION* TO CITY *INDUSTRIAL MIXED-USE;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR REQUIRED TRANSMITTALS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Fuechtman, P.O. Box 70, Edgewater, FL 32121, applicant on behalf of property owner, Farmton North LLC, P.O. Box 70, Edgewater, FL 32121, requests to amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designations of approximately 1,618± acres located south of SR 44, west of I-95 from City *Agriculture, Forestry Resource,* and *Conservation* to City *Industrial Mixed-Use*; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised Public Hearing pursuant to §163.3164(40) & §163.3174(4)(a), F.S. on May 6, 2024, and by a vote of 4-2, recommended that the City Commission ***approve*** the proposed Plan Amendment; and

WHEREAS, the City Commission deems it in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the New Smyrna Beach Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designation for real properties located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF,

from City *Agriculture, Forestry Resource,* and *Conservation* to City *Industrial Mixed-Use.*

SECTION 2: ***Transmittal of Notice and Amendments to Plan.*** The City Clerk has sent copies of the notice and amendment to the reviewing agencies in accordance with §163.3184(1)(c), F.S., and any other local government or governmental agency that has filed a written request with the City. §163.3184(3)(b)1, F.S.

SECTION 3: ***Public Hearings.*** It is hereby found that prior to transmittal a public hearing was held on May 28, 2024, after notice published May 21, 2024, and prior to adoption a public hearing was held September 10, 2024, after notice published September 5, 2024, and after receipt of agency comments, which is deemed to comply with §163.3184(3)(b)1 and (c)1 and 163.3184(11), F.S.

SECTION 4: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. §163.3184(3)(c)4, F.S.

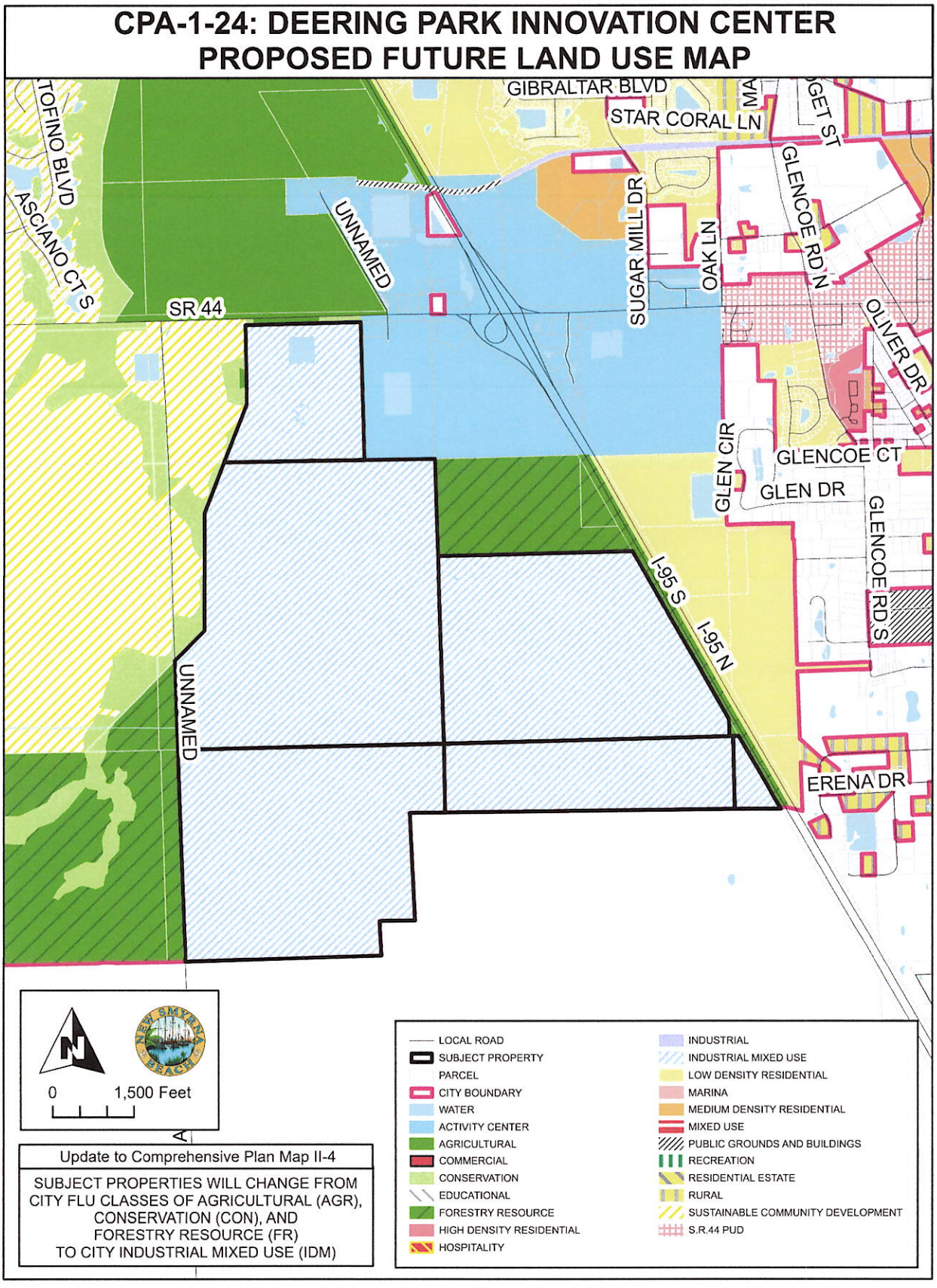
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

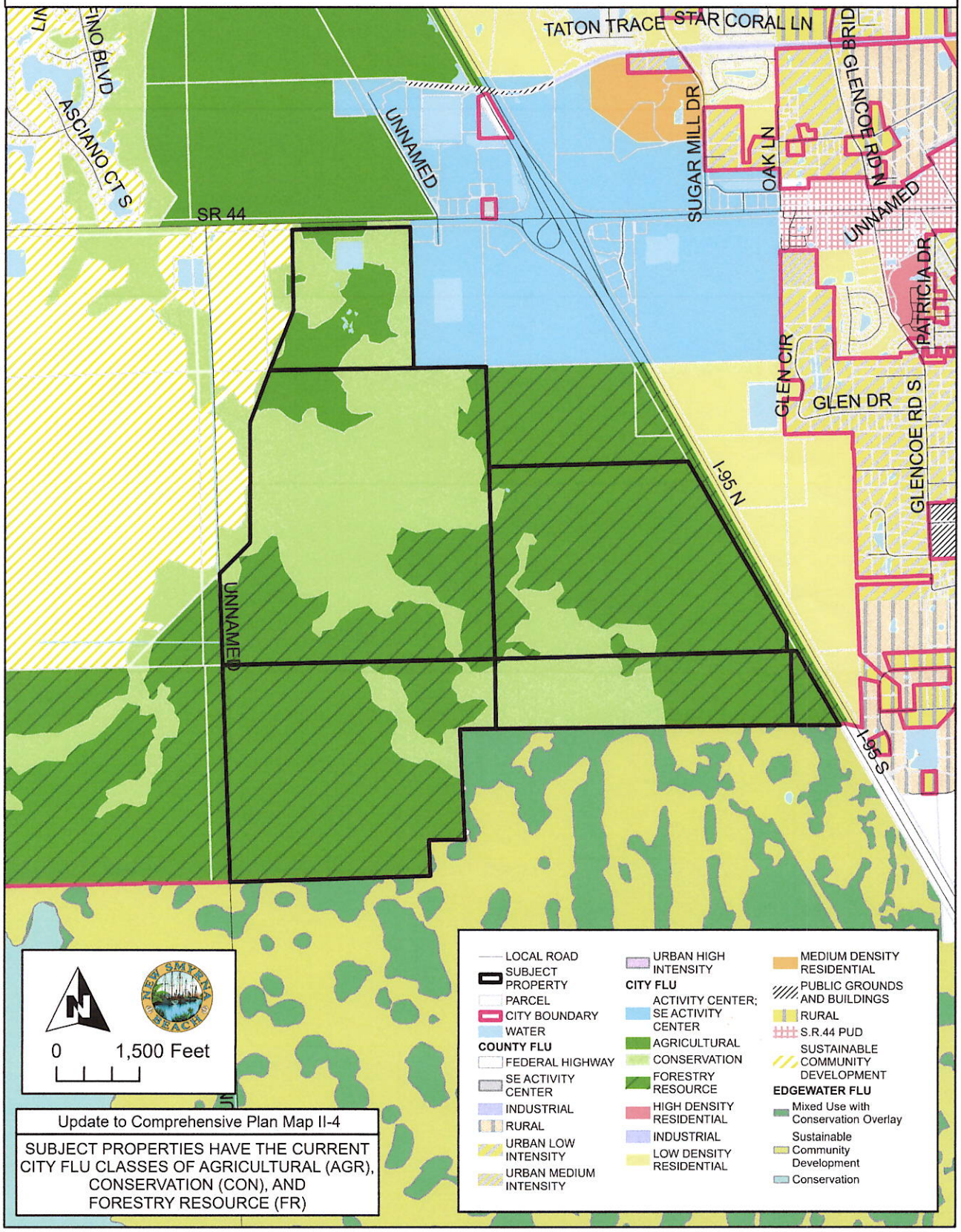
CARRIE AVALLONE
City Attorney

DATE: 9/3/2024

EXHIBIT "A"


CPA-1-24: DEERING PARK INNOVATION CENTER
PROPOSED FUTURE LAND USE MAP
GIBRALTAR BLVD
STAR CORAL LN
TOFINO BLVD
ASCIANO CT S
UNNAMED
SR 44
SUGAR MILL DR
OAK LN
GLENCOE RD N
OLIVER DR
GLEN CIR
GLENCOE CT
GLEN DR
GLENCOE RD S
I-95 S
I-95 N
UNNAMED
ERENA DR
0
1,500 Feet
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTIES WILL CHANGE FROM CITY FLU CLASSES OF AGRICULTURAL (AGR), CONSERVATION (CON), AND FORESTRY RESOURCE (FR) TO CITY INDUSTRIAL MIXED USE (IDM)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
ACTIVITY CENTER
AGRICULTURAL
COMMERCIAL
CONSERVATION
EDUCATIONAL
FORESTRY RESOURCE
HIGH DENSITY RESIDENTIAL
HOSPITALITY
INDUSTRIAL
INDUSTRIAL MIXED USE
LOW DENSITY RESIDENTIAL
MARINA
MEDIUM DENSITY RESIDENTIAL
MIXED USE
PUBLIC GROUNDS AND BUILDINGS
RECREATION
RESIDENTIAL ESTATE
RURAL
SUSTAINABLE COMMUNITY DEVELOPMENT
S.R.44 PUD

CPA-1-24: DEERING PARK INNOVATION CENTER
EXISTING FUTURE LAND USE MAP



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTIES HAVE THE CURRENT CITY FLU CLASSES OF AGRICULTURAL (AGR), CONSERVATION (CON), AND FORESTRY RESOURCE (FR)

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 42-24: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ESTABLISH DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH BY AMENDING LANGUAGE IN THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN.

September 10, 2024

Background:

A. Applicant: David Fuechtman, P.O. Box 70, Edgewater, FL 32132

B. Property Owner: Farmton North, LLC P.O. Box 70, Edgewater, FL 32132

C. Recent History: The city's current Economic Development Strategic Plan, that was approved by the City Commission in December 2019, outlines strategies and target the specific following industries:

1. Aviation and Aerospace
2. Creative Class, including High Tech
3. Light Industry, including Manufacturing
4. Recreation
5. Medical
6. Professional Office, including Corporate Headquarters

On October 28, 2021 the City of New Smyrna Beach Economic Development Advisory Board hosted a public workshop at the Brannon Center for the purpose of collecting input from the community the economic development strategic plan and future plans, actions, and decisions. Three major priorities were concluded in that workshop that had approximately 45 attendees that included elected officials, local business owners, and concerned citizens.

1. Diversify the tax base.
2. Enhance utilities infrastructure.
3. Ensure quality labor pool.

The Southeast Chamber of Commerce conducted two leadership summits. The first summit was conducted on May 17, 2021 and the second was conducted on February 24,

2022. The two (2) summits looked into the regional strengths, challenges, and opportunities. These summits were participated by the Southeast Volusia Cities, SEV Chamber of Commerce, Volusia County Staff, Team Volusia, Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), Southeast Volusia Advertising Authority, Elected Officials, Local Business Owners, and the East Central Florida Planning Council. The proposed Deering Park Innovation Center at New Smyrna Beach site was officially identified and recommended as an industrial mixed-use area during the second of these two leadership summits.

On June 14, 2022 the City Commission approved ordinance number 07-22, which approved a text amendment to the Future Land Use Element of the City's Comprehensive Plan to establish the Commercial Space Industry Opportunity Overlay. This Amendment to the City Comprehensive plan was to help identify areas within the city that are appropriate for commercial and light industrial development.

On October 25, 2022 the City Commission approved the Southeast Volusia Regional Economic Development Strategic Plan. The plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities.

During a public City Commission workshop on December 14, 2023, the Development Services Director, Shane Corbin and Attorney Glenn Storch presented a proposed innovation park to be located west of I-95 and south of State Road 44. This presentation outlined the history of the property, required PUD zoning, required Large Scale Comprehensive Plan amendment changing the Future Land Use to Industrial Mixed Use, and benefits to the city.

D. Request: Currently, the location of the proposed Deering Park Innovation Center at New Smyrna Beach has Future Land Use (FLU) designations of Agriculture, Conservation and Forestry Resource. The applicant is seeking a FLU designation of Industrial Mixed-Use. However, the comprehensive plan only allows Industrial Mixed-Use in close proximity to the Canal Downtown Neighborhood. Therefore, a text amendment to the comprehensive plan is needed to add Deering Park Innovation Center at New Smyrna Beach as a location where Industrial Mixed-Use can be applied. Additional language is also being proposed to establish amounts of residential uses, non-residential uses and areas for natural vegetation.

E. Deering Park Site Information:

- **Size:** 1,618 +- acres
- **Location:** South of State Road 44, west of I-95
- **Parcel Numbers:** 7321-00-00-0010, 7328-00-00-0010, 7327-00-00-0024, 7333-00-00-0010, 7334-00-00-0010, and 7335-00-00-0100

F. Exhibits:

Exhibit A: Future Land Use Element with changes underlined

Exhibit B: Future Land Use Element with proposed changes

Exhibit C: Industrial Mixed-Use FLU with changes underlined

Exhibit D: Industrial Mixed-Use FLU with proposed changes

Exhibit E: P&Z Summary of Action
Exhibit F: Southeast Volusia Economic Development Strategic Plan 2022
Exhibit G: State and County Review

Findings:
The Planning and Zoning Board considered this application at their May 6, 2024 meeting, and voted 4-2 to recommend the City Commission approve the amendment to the Future Land Use Element of the Comprehensive Plan. Except for an added note included the term "low density" to the mix of residential uses permitted in the Deering Park Innovation Center, the language is the same as the Planning and Zoning Board reviewed.

A. The Deering Park Innovation Center at New Smyrna Beach is a proposed mixed-use Planned Unit Development west of I-95 and south of SR 44. Approximately 1,618 acres in size, the project is going to provide 6,000,000 square feet of non-residential uses and 2,150 residential units, with at least 400 of the 1,618 acres to be designated Natural Vegetation Area.

B. The current intent language of the Industrial Mixed-Use, FLU Element includes:

“...to promote the sustainable development or redevelopment land near railways and/or

major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium- to high-density residential uses. Areas designated as Industrial Mixed Use are required to develop using the planned unit development format."

C. The proposed intent language of the Industrial Mixed-Use, Future Land Use (FLU) Element includes, underlined below:

...to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, and also within the Deering Park Innovation Center at New Smyrna Beach on approximately 1,618 acres west of I-95 and south of SR 44 between areas designated as Sustainable Community Development and Activity Center, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed-Use are intended to accommodate a mix of light industrial/research, office, retail and low, medium, ~~to~~ and high-density residential uses. Areas designated as Industrial Mixed Use are required to develop using the planned unit development format.

The Deering Park Innovation Center at New Smyrna Beach is restricted to a total of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres, and requiring at least 400 of those acres to be designated Natural Vegetation Area in the planned unit development agreement.

D. In addition to proposed new text to the Industrial Mixed-Use FLU Element, an additional Future Land Use policy is proposed under Objective 4, Policy g, underlined below:

Objective:

4. To provide adequate services and facilities for future development, at the adopted level of-service standard. In order to maintain the adopted level-of-service

standard, development orders, and permits will be conditioned on the availability of the public facilities and services necessary to serve the proposed development.

Policies:

…

g. Encourage managed growth and minimize impacts to City infrastructure and services by encouraging and allowing developers to voluntarily limit density, number of hotel/motel or dwelling units, square footage, and/or floor area ratios on newly-annexed property, or properties where changes to the Future Land Use designations are sought. Specific locations where limits are imposed on properties shall be noted on the Future Land Use Map and listed below. The following locations are limited in development beyond the designated future land use designation:

…

- <u>The Deering Park Innovation Center at New Smyrna Beach Planned Unit Development shall be limited to six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.</u>

Completed reviews by the Florida Department of Commerce, St. Johns River Water Management District, East Central Florida Regional Planning Council, Florida Department of Transportation, Volusia Growth Management Commission, and the Volusia County School Board have been done. Result letters are attached as **Exhibit G**.

Recommendations

At its regular scheduled meeting on May 6, 2024, the Planning and Zoning Board voted, 4-2, to give a positive recommendation to the City Commission to **approve** the requested Large Scale *Comprehensive Plan* amendment changing language in the Future Land Use Element of the Comprehensive Plan to establish Deering Park Innovation Center at New Smyrna Beach.

Based on support from the Economic Development Board, Economic Development Director, regional development and planning agencies, and a positive recommendation from the Planning and Zoning Board, the Development Services Department recommends that the City Commission approves the requested amended language in the Future Land Use Element of the Comprehensive Plan to establish Deering Park Innovation Center at New Smyrna Beach.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A FLU underlined.pdf
Exhibit B FLU Clean.pdf
Exhibit C Industrial Mixed Use Underlined.pdf
Exhibit D Industrial Mixed Use Clean.pdf
Exhibit E May 6 2024 SUMMARY OF ACTION.pdf
Exhibit F SEV Economic Development Plan_10.12.22_Latest.pdf
Exhibit G State Agency and Volusia County Review.pdf
Ord 42-24 FLU Element Text Amendment - Deering Park Innovation Ctr.pdf

Exhibit A

Future Land Use Element

Introduction

The community of New Smyrna Beach has evolved over time in response to a variety of economic, social, physical, and political influences. The way people within the community use the land is a reflection of their attitudes and values. The manner in which the community develops in the future will be based on the community's commitment to current goals and objectives.

In order to understand the structure of the community it is important to understand how the physical and social components fit together. These are more easily described in terms of neighborhoods, major environmental limitations/opportunities, and the various user groups that may be external to the community. Map II-4, Existing Land Use, describes the location and distribution of land uses in the City of New Smyrna Beach in 2010. In addition to existing land use that has been documented by the Planning and Zoning Department, the existing zoning and the 1990 *Comprehensive Plan*, as amended, define distinguishable areas that lend themselves to the structure of New Smyrna Beach and help give us an understanding of the general areas that will be influenced as part of the Future Land Use Element.

Goals, Objectives and Policies

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

Objective:

4. To provide adequate services and facilities for future development, at the adopted level of-service standard. In order to maintain the adopted level-of-service standard, development orders, and permits will be conditioned on the availability of the public facilities and services necessary to serve the proposed development.

Policies:

a. New Smyrna Beach shall continue to enforce *Land Development Regulations* that ensure adopted level-of-service standards are met, consistent with the intent of §163.3180, *Florida Statutes*.
b. Annually update the capital improvement program to schedule the provision of future public services and facilities, including acquisition of needed lands that will be provided by the City, county, and other agencies, and demonstrating financial feasibility.
c. Continue to enforce regulations that require that public facilities and services necessary for the support of proposed development and the maintenance of adopted level-of-service standards will be in place at the time a development permit is issued, or will be in place concurrent with the impacts of development.
d. Maintain citywide densities to ensure that beachside residents can be evacuated consistent with the Hurricane Evacuation Plan.
e. Through the concurrency management system, maintain the availability and accessibility of facilities indicated in this plan to be essential to maintenance of the health, safety, and welfare of the municipal residents.
f. By December 2011 revise the population projections shown on Table II-1 to extend to the year 2030 and evaluate projected demand in comparison with the provision of facilities and services.
g. Encourage managed growth and minimize impacts to City infrastructure and services by encouraging and allowing developers to voluntarily limit density, number of hotel/motel or dwelling units, square footage, and/or floor area ratios on newly-annexed property, or properties where changes to the Future Land Use designations are sought. Specific locations where limits are imposed on properties shall be noted on the Future Land Use Map and listed below. The following locations are limited in development beyond the designated future land use designation:

- 1.33 acre parcel on the North Beach associated with City of New Smyrna Beach Planning and Zoning Department Case No. CPA-7-03, having a Parcel No. 7405-00-00-0016 and approved with Ordinance No. 46-04 is limited to two (2) units;
- 160 acre parcel in the southeast portion of Venetian Bay associated with City of New Smyrna Beach Planning and Zoning Department Case No. CPA-5-04, having had a Parcel No. 7317-00-00-0031 and approved with Ordinance No. 26-05 is limited to zero (0) additional units; ~~and~~
- 46.017 acre parcels south of the intersection of Turnbull Bay Road (County Road 4093) and Whispering Pines Drive and north and west of Hidden Lakes Golf Club at 1140 and 1185 South Golf Lake Drive, 1240 Kenard Street, and 1984 Mayport Avenue associated with City of New Smyrna Beach Planning and Zoning Department case No. A-13-06, having had Parcel No. 7312-00-00-0078, 7312-00-00-0079, 7312-00-00-0083, 7312-00-00-0084, 7312-00-00-0090, 7312-00-00-0100, 7312-00-00-0101, 7312-00-00-0110, 7312-00-00-0149, 7312-00-00-0190, 7312-00-00-0480, and 7312-00-00-0490, and approved with Ordinance No. 58-09 is limited to 132 units; and 9.07 acre parcels south of the intersection of Turnbull Bay Road (County Road 4093) and Whispering Pines Drive at 1295 Kenard Street also associated with City of New Smyrna Beach Planning and Zoning Department case No. A-13-06, having had Parcel No. 7312-00-00-0020 and 7312-00-00-0320 approved with Ordinance No. 58-09 is limited to zero (0) units and industrial/commercial floor area to 120,000 square feet. Prior to any land development activity of these 55.087 acres, each application shall be reviewed and if required, approved by Federal Aviation Administration (FAA). No development order may be issued without an FAA approval, agreement, or statement of no objection;
- The Pioneer Trails PUD shall be limited to 1,250 residential units, 15,000 square feet of office space, 341,000 square feet of non-office commercial space and 98 hotel rooms~~.~~ ; and
- The Deering Park innovation Center at New Smyrna Beach PUD shall be limited to six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

EXHIBIT B

Future Land Use Element

Introduction

The community of New Smyrna Beach has evolved over time in response to a variety of economic, social, physical, and political influences. The way people within the community use the land is a reflection of their attitudes and values. The manner in which the community develops in the future will be based on the community's commitment to current goals and objectives.

In order to understand the structure of the community it is important to understand how the physical and social components fit together. These are more easily described in terms of neighborhoods, major environmental limitations/opportunities, and the various user groups that may be external to the community. Map II-4, Existing Land Use, describes the location and distribution of land uses in the City of New Smyrna Beach in 2010. In addition to existing land use that has been documented by the Planning and Zoning Department, the existing zoning and the 1990 *Comprehensive Plan*, as amended, define distinguishable areas that lend themselves to the structure of New Smyrna Beach and help give us an understanding of the general areas that will be influenced as part of the Future Land Use Element.

Goals, Objectives and Policies

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

Objective:

4. To provide adequate services and facilities for future development, at the adopted level of-service standard. In order to maintain the adopted level-of-service standard, development orders, and permits will be conditioned on the availability of the public facilities and services necessary to serve the proposed development.

Policies:

a. New Smyrna Beach shall continue to enforce *Land Development Regulations* that ensure adopted level-of-service standards are met, consistent with the intent of §163.3180, *Florida Statutes*.
b. Annually update the capital improvement program to schedule the provision of future public services and facilities, including acquisition of needed lands that will be provided by the City, county, and other agencies, and demonstrating financial feasibility.
c. Continue to enforce regulations that require that public facilities and services necessary for the support of proposed development and the maintenance of adopted level-of-service standards will be in place at the time a development permit is issued, or will be in place concurrent with the impacts of development.
d. Maintain citywide densities to ensure that beachside residents can be evacuated consistent with the Hurricane Evacuation Plan.
e. Through the concurrency management system, maintain the availability and accessibility of facilities indicated in this plan to be essential to maintenance of the health, safety, and welfare of the municipal residents.
f. By December 2011 revise the population projections shown on Table II-1 to extend to the year 2030 and evaluate projected demand in comparison with the provision of facilities and services.
g. Encourage managed growth and minimize impacts to City infrastructure and services by encouraging and allowing developers to voluntarily limit density, number of hotel/motel or dwelling units, square footage, and/or floor area ratios on newly-annexed property, or properties where changes to the Future Land Use designations are sought. Specific locations where limits are imposed on properties shall be noted on the Future Land Use Map and listed below. The following locations are limited in development beyond the designated future land use designation:

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- The Deering Park innovation Center at New Smyrna Beach PUD shall be limited to six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

EXHIBIT C

INDUSTRIAL MIXED USE

Maximum allowed density:

Up to 40 dwelling units per acre

Up to 75 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 6.50

Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development format:

Retail: 65%

Office: 75%

Residential: 65%

Industrial: 65%

Intent: The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, and also within the Deering Park Innovation Center at New Smyrna Beach on approximately 1,618 acres west of I-95 and south of SR 44 between areas designated as Sustainable Community Development and Activity Center, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and low, medium ~~to~~ and high-density residential uses. Areas designated as Industrial Mixed Use are required to develop using the planned unit development format. The Deering Park Innovation Center at New Smyrna Beach is restricted to a total of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres, and requiring at least 400 of those acres to be designated Natural Vegetation Area in the planned unit development agreement.

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CITY OF NEW SMYRNA BEACH
PLANNING AND ZONING REGULAR MEETING

SUMMARY OF ACTION

MONDAY, MAY 6, 2024 – 5:30 P.M.

OPENING OF MEETING:

Call to Order:
5:30 p.m.

Roll Call:
Thomas Bien - present
John Hall - present
John Frankhouser - present
Stephen Yates - absent
Larry Wheatcraft - present
Carl Hodges - present
Kip Hulvershorn – present

APPROVAL OF THE AGENDA:

Changed the order of the agenda.

APPROVAL OF MINUTES:

2.A Approval of the minutes of the Planning and Zoning Regular Meeting Minutes for December 4, 2023, March 18, 2024, and April 1, 2024.

Unanimously approved.

PUBLIC PARTICIPATION:

None.

OLD BUSINESS:

None.

NEW BUSINESS:

5.A A-6-24: 2565 Pioneer Trail
Unanimously approved.

5.B A-7-24: 644 Dolores Street
Unanimously approved.

5.C CPA-2-24: Establish Deering Park Innovation Center and Amending the FLU Element of the Comprehensive Plan
Approved with a Vote of 4-2.

5.D CPA-1-24: Deering Park Innovation Amending the FLU from Agriculture, Forestry Resource and Conservation to Industrial Mixed Use
Approved with a Vote of 4-2.

5.E PUD-7-24: Dearing Park Innovation Center
Continued to June 3, 2024, Planning and Zoning Meeting.

5.F ZT-1-23: Floor Area Ratio Commercial Definition
Approved with a Vote of 5-1.

5.G PUD-2-23: 1300 S. Atlantic – Mixed Use Building/Parking Garage
Approved with a Vote of 5-1.

COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD:

REPORTS AND COMMUNICATIONS BY THE STAFF:
Development Activity Report – May 2024

ADJOURNMENT:
9:27 p.m.

Southeast Volusia Economic Development Strategic Plan 2022

Report prepared by East Central Florida Regional Planning Council

Southeast Volusia Economic Development Strategic Plan

2022

ECFRPC June 2022

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EXECUTIVE SUMMARY

The Southeast Volusia (SEV) County region, including the Cities of New Smyrna Beach, Oak Hill, and Edgewater, has unified in efforts to increase regional economic development. To promote collaboration, the SEV Chamber of Commerce conducted two leadership summits to build consensus and a deeper understanding of regional strengths, challenges, and opportunities. These strategic stakeholder engagement events, funded by an EDA Cares grant, included the participation of SEV cities, SEV Chamber of Commerce, Volusia County staff, Team Volusia, Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), Southeast Volusia Advertising Authority, CEO Business Alliance, elected officials, several local businesses, education providers and the East Central Florida Regional Planning Council as discussion facilitators and to provide economic development and technical assistance support. As a result of these summits, and based on the culmination of work prior to and after these events, the SEV region has developed an overarching focal goal to increase and diversify the regional economy, to attract high-wage jobs by retaining and expanding a skillful and quality workforce to interest businesses and specific targeted industries that will provide with those desirable jobs, and that will be suitable for the region to grow and prosper in an innovative, sensible, and thriving way. In addition, this goal aims to protect the region's valuable natural resources and the region's quality of life. Overall, the efforts that facilitate implementation of the established goal provides for the consideration of SEV's people, places, and prosperity, emphasizing comprehensive community resilience building.

This SEV Economic Development Strategic Plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities. The analysis concludes with the established regional goal, five objectives, and a series of respective strategies and actions that work toward preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing strengths to promote and increase regional economic development.



SEV Economic Development Summit, 2022 (Brannon Center)

Acknowledgement

This Economic Development Plan is based on a unified collaboration between the Cities of Edgewater, New Smyrna Beach, and Oak Hill, Volusia County, the Southeast Volusia Chamber, Team Volusia, and the Southeast Volusia Manufacturing and Technology Coalition . This report consists, in part, of information shared by the Southeast Volusia Manufacturing and Technology Coalition and its publications.

PURPOSE AND SCOPE

Combined as one economic community, distinctly dependent on each other yet each very unique, the Southeast Volusia region- composed of the City of New Smyrna Beach, the City of Edgewater, the City of Oak Hill, and Volusia County- has unified to address the challenge of recruiting companies that can help provide high-paying jobs and valuable industry development for the region. Thus, with this challenge in mind and the opportunity that this presents for regional economic growth, these governmental entities have collaborated to establish an economic development goal that aims to diversify the regional economy by attracting high-wage/high-value industries and jobs in those industries that have been identified as most compatible and competitive based on unique regional characteristics.

Southeast Volusia (SEV) is geographically, economically, and socially connected through common commercial, institutional, cultural, and recreational assets. In addition, this community shares valuable resources such as the Mosquito Lagoon, Atlantic seashore, Chamber of Commerce, and the largest contiguous industrial area in the county, to name a few. Hence, the region holds a variety of attractive site characteristics and quality of life attributes for businesses to consider when establishing or relocating their facilities. However, additional contributing factors such as a qualified workforce, accessible and adequate infrastructure, housing availability, vicinity to schools, and healthcare access play an essential role in decision-making processes in economic competitiveness and business development goals. Therefore, the SEV governing bodies have recognized the importance of a strategic plan focused on quality workforce development, funding and infrastructure, resilient and environmentally conscious land use, economic prosperity, and collaborative economic and industry growth efforts. Accordingly, the region will work to promote and propel the established desired goal by preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing regional strengths. This plan, in addition, will serve to complement and support efforts from the SEV Manufacturing and Technology Coalition and regional marketing initiatives.

STRATEGIC PLAN GOAL

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high-wage/high-value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

REGIONALLY SHARED VISION

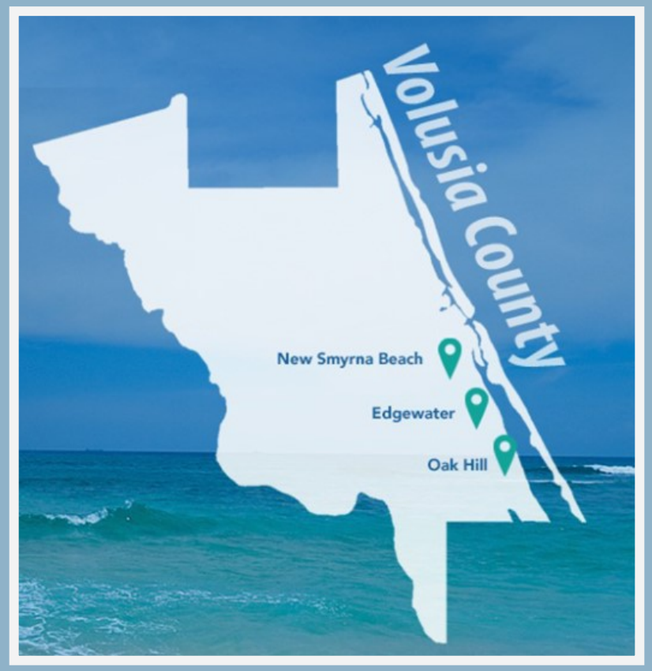
Southeast Volusia is recognized globally as competitive, business-friendly, economically strong community with a high quality of life.

ABOUT SOUTHEAST VOLUSIA (SEV)

Located by the Atlantic Ocean and north of Brevard County, the SEV region holds diverse and attractive characteristics that embrace wide-range economic development opportunities and conditions for overall great quality of life. Based on a SEV Strategic Marketing Plan initiative, the following regional attributes presented in this "About SEV" section have been identified. SEV offers a vast natural environment, world-class tourism/ecotourism experiences, and numerous recreational activities such as art, quality local restaurants, and quaint downtown districts for entertainment and retail.

In terms of education, the region offers excellent STEM program options- Edgewater Elementary Public School (the first elementary school in the State to become STEM) and Burns Sci Tech Charter School (NASA's Speakers Bureau Resource partner) - and quality post-secondary education, such as Daytona State College's New Smyrna Beach-Edgewater Campus. In addition, the region is near the Embry Riddle Aeronautical University campus, which also contributes with technical training and assistance opportunities for community building, workforce development, and industry recruitment.

Along with the many quality-of-life-related attributes, SEV also offers various economic influencing and location attractive qualities for businesses. For instance, the region is well-positioned to serve the aviation and aerospace industry. It is also a hub for boat and composite manufacturing, and it has a notable steel company presence. In addition, the region is also located in a prime area for aerospace supplier companies, near NASA and the Kennedy Space Center. Connectivity is also a key attribute of SEV for the business community. The region offers access to New Smyrna Beach Municipal Airport, Massey Ranch Airpark, Tully RV (private) airstrip, and Blue Ridge Flightpark (private) airport; and near Orlando International Airport (60 miles) and Daytona Beach International Airport.



SEV HIGHLIGHTS

- World class tourism and ecotourism area
- Quality educational opportunities
- Great quality of life components: art, outdoor activities, and quaint downtown districts
- HUB for manufacturing
- Well-positioned to serve the aviation and aerospace industry
- Access and close proximity to airports, port, rail, major connecting roads

ABOUT SEV (CONT.)

In terms of land and water transportation options, SEV has access to highway I-95, SR44 connection to highway I-4, US 1 route, Florida East Coast Railway, deep water Port Canaveral (90 miles away), Port of Jacksonville, Intracoastal Waterway, and soon access to additional and improved traffic arteries and connectors will be available.

Another notable attribute of the SEV region is the availability of site locations for businesses to build or relocate with great opportunities for financial success based on the many qualities previously stated. However, the site readiness and infrastructure availability is limited or slows site development and relocation opportunity. Thus, in order address this constrains, the SEV region has worked over the past years to develop strategies that will enhance area attributes and site readiness, and further promote economic development and industry growth.



Flagler Avenue


Atlantic Center for the Arts


Mosquito Lagoon

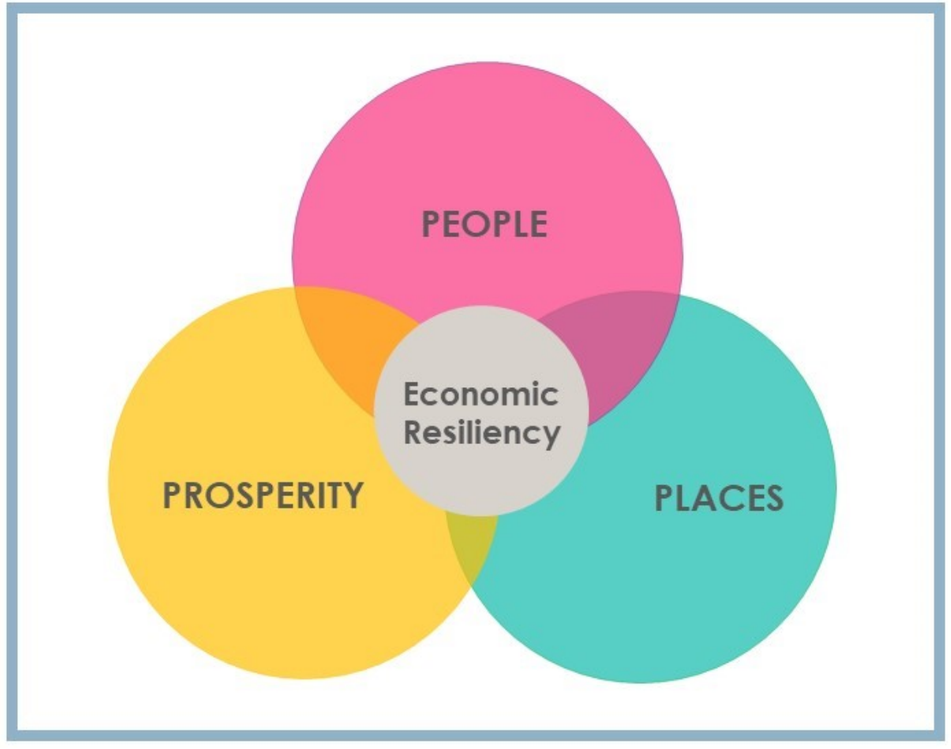
ECONOMIC FRAMEWORK

The East Central Florida Regional Planning Council (ECFRPC) has served as the region's Economic Development District since 2003. Through this partnership with the U.S. Economic Development Administration (EDA), the ECFRPC has helped communities and organizations attract more than $10 million in federal money to fund economic development projects. These include the Applied Aviation and Engineering Hangar at Embry Riddle University ($1 million) and infrastructure improvements to the Daytona Beach International Airport.

In order to access most EDA funding opportunities, economic development projects need to be compliant with the EDD's Comprehensive Economic Development Strategy (CEDS) document. A strategy-driven plan, the CEDS strives to create a resilient regional economy by fostering innovation, competitiveness, and industry diversification. The CEDS is developed with the assistance of a Strategy Committee comprised of members from the private and public sectors including economic development organizations, workforce development agencies, local governments, business leaders, higher education institutions, and private individuals. The East Central Florida CEDS document examines regional demographic and economic trends, measures the region's innovation capacity, identifies competitive industry clusters, and discusses the importance of place-based economics. The most updated version of the plan can be found at www.ecfrpc.org/economic development.

To address economic resiliency, the ECFRPC uses three pillars: People, Prosperity, and Places. The People factor addresses the general needs of the population, workforce, and local organizations to help foster social cohesion, inclusiveness, and community welfare. The Prosperity factor harnesses major industry assets and innovation systems to promote paths of upward social mobility, equity, and inclusive economic development. And finally, the Places factor focuses on the community's natural and built environments, infrastructure, place-based assets, local institutions, and governance systems to attract and retain economic activity, and improve the residents' health and well-being.

Resilience - The ability to *bounce forward*; absorb, recover, and get better in the face of short-term shocks like hurricanes or infrastructure failures and long-term stressors like affordable housing, aging infrastructure, shifting economic trends and climate change.



PEOPLE

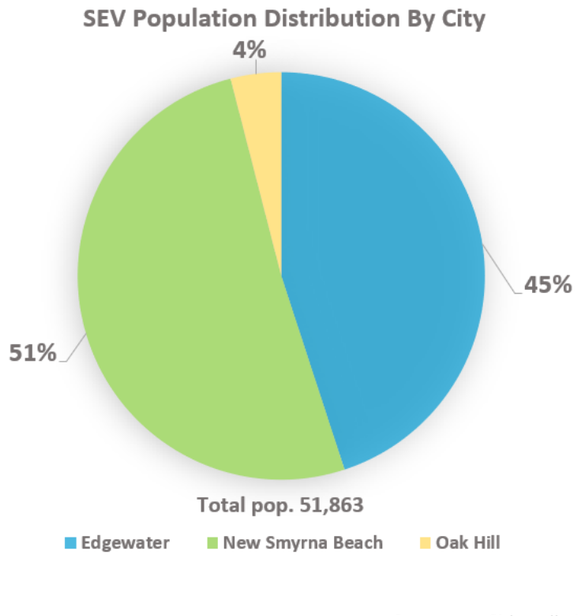
DEMOGRAPHIC CHARACTERISTICS

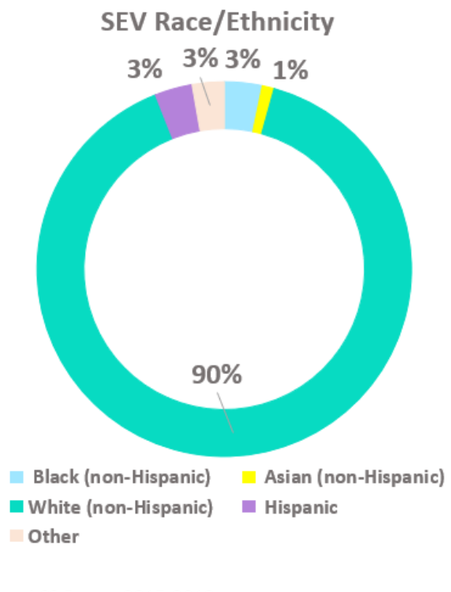
The Southeast Volusia (SEV) region is home to 51,863 people, which represents 10% of the County's population. Over half of the region's residents live within the City of New Smyrna Beach, with another 45% residing in Edgewater. The overwhelming majority of the region's residents are White/Non-Hispanic.

As a region, the female population makes up about 53% of the SEV residents from which 15% (4,098 residents) are 18 years old or younger, and 85% (23,578 residents) are 18 years old or older. The male population constitutes the remaining 47%, from which 14% (3,370 residents) are 18 years old or younger, and 86% (20,817 residents) are 18 years old or older. Fifty-three percent of the region's residents are of working age (18-64). When compared to Volusia, the SEV region has a lower percentage of young residents and a much higher proportion of retirees. The median age for each of the SEV cities is 51.1 in the City of Edgewater, 56.2 in the City of Oak Hill, and 59.3 in the City of New Smyrna Beach. The higher number of retirees within the SEV region explains why it has a lower labor force participation rate when compared to other jurisdictions.

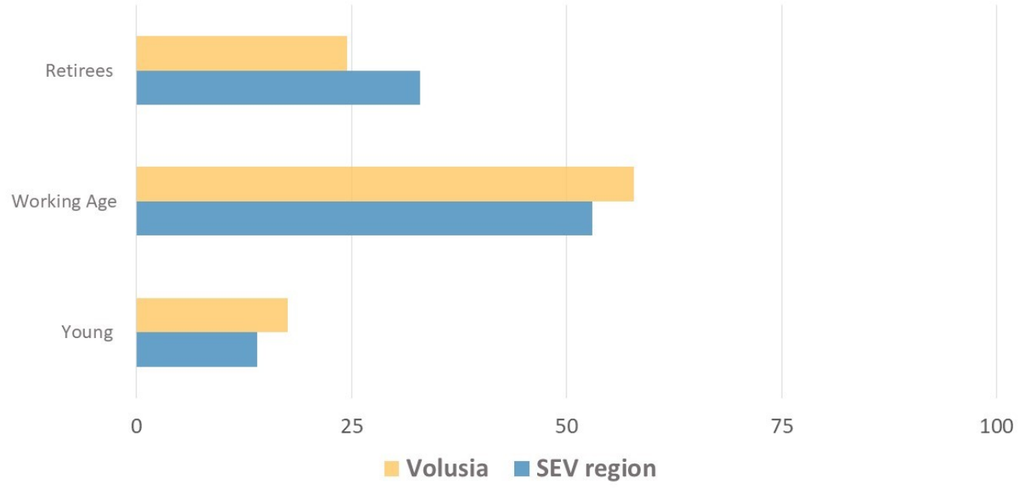
SEV Median Age By City		
Edgewater	New Smyrna Beach	Oak Hill
51.1	59.3	56.2

Source: mySidewalk, US Census ACS 5-year 2015-2019





Source: mySidewalk, US Census ACS 5-year 2015-2019



Source: mySidewalk, US Census ACS 5-year 2015-2019

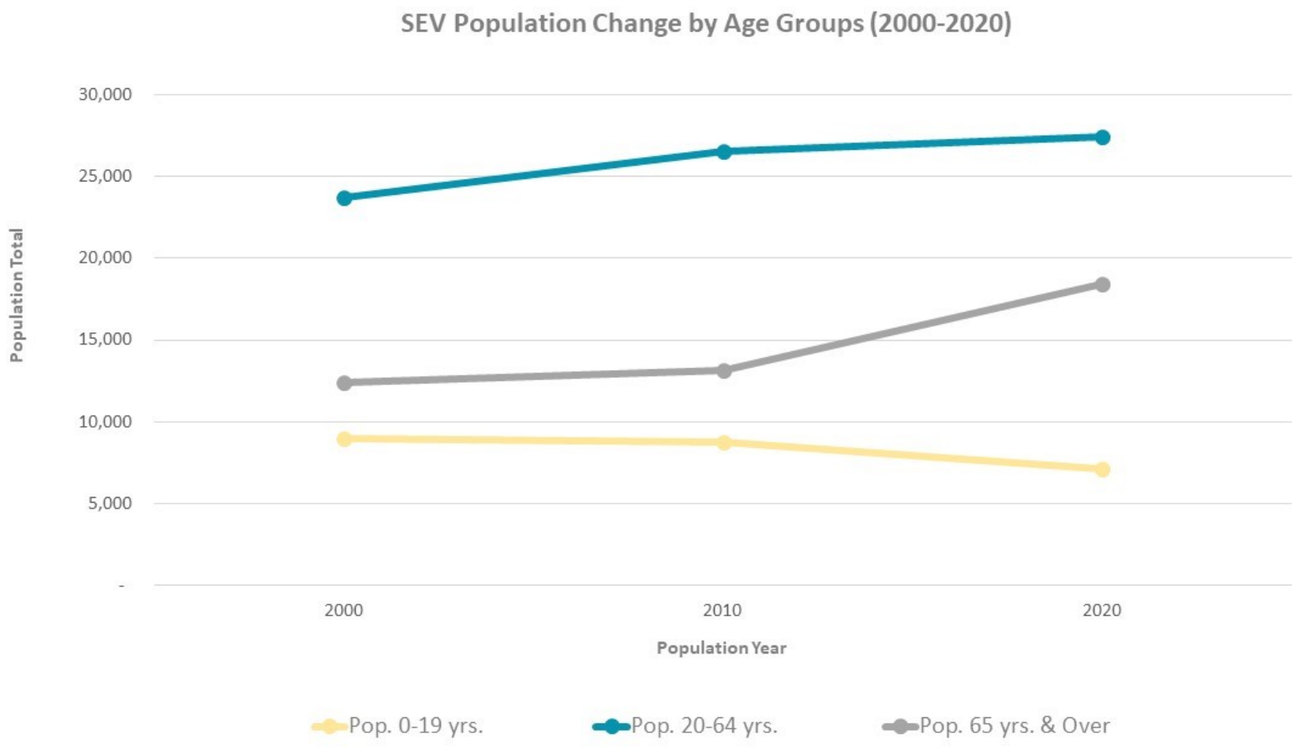
PEOPLE

DEMOGRAPHIC TRENDS

As previously discussed, currently more than half of the SEV region's population is within the working age range . Based on Census numbers, this segment of the population has increased slightly during the past two decades. The region added 3,775 residents between the ages of 20 and 64 during this time period.

While the SEV region's younger population decreased in the last two decades, the number of retirees continued to increase. One reason for this trend might be the construction of a housing stock that caters to retirees, especially those that want to live in the coast. There were almost 6,000 more retirees in 2020 than in 2000. This is a whopping 48 percent increase. On the other hand, the number of younger residents decreased by close to 2,000 people. Rising home prices has probably driven families to other nearby communities.

This graying population will have effects on the SEV's economy. Retirees tend to spend their money on health care and consumption services. While region's workforce has remained stable, regional leaders might want to develop more housing and amenities to attract more families to the area.

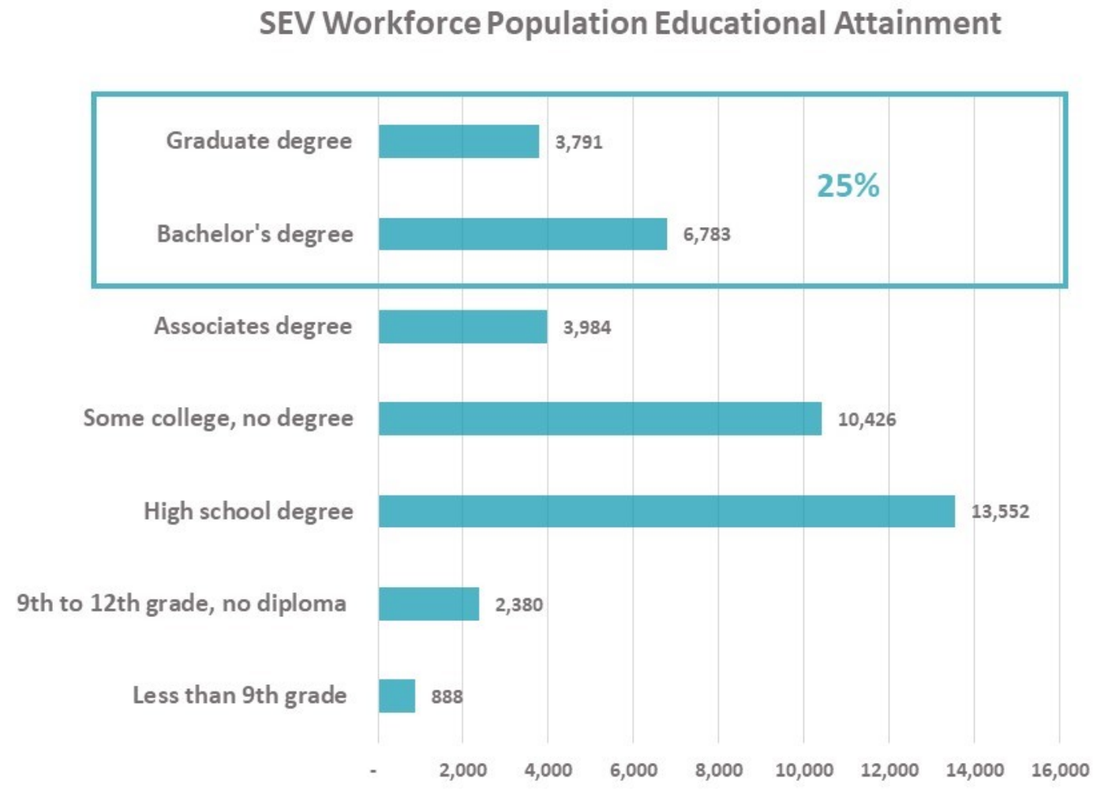


PEOPLE

DEMOGRAPHIC CHARACTERISTICS (CONT.)

In terms of education, SEV compares favorably with both Volusia County and the State of Florida. About 25% of the region's residents have a bachelor's degree or higher. This percentage is higher than the County (24%) but lower than Florida (31%). The SEV region does have a higher percentage of high school graduates and residents with "some college, not degree" than these other jurisdictions. To increase the region's competitiveness, SEV leaders should focus on capacity building for education and workforce development as part of the economic strategies; with this focal component, SEV will be able to attract businesses that provide higher-paying jobs and simultaneously facilitate the retention and expansion of the region.

The region's demographic structure and level of education influence the median household income. At $57,043, the City of New Smyrna Beach has the highest median household income in the SEV area. This income figure is relatively close to the numbers from the State of Florida ($57,073) and much higher than the County ($52,407). Conversely, the median household incomes for the City of Edgewater ($49,878) and the City of Oak Hill ($49,639) are lower than both jurisdictions.



Source: mySidewalk, US Census ACS 5-year 2015-2019

SEV Median Household Income By City		
Edgewater	New Smyrna Beach	Oak Hill
$49,878	$57,043	$49,639

Source: mySidewalk, US Census ACS 5-year 2015-2019

OCCUPATIONAL CHARACTERISTICS

Another useful tool for examining the conditions of employment and the overall labor force is an occupational analysis. An analysis of the region shows that the largest occupation in SEV based on the number of employees is cashiers, with 509 people. Fast food and counter workers (477) and customer service representatives (247) are the region's second and third most common occupations. The mean annual wage for these three occupations is below $30,000. In terms of cashiers and fast-food workers, these occupations have a mean annual income of less than $25,000. Of the 13 biggest occupations by employment, only general and operations managers have a median annual income above $50,000.

An occupations analysis of the region shows that SEV heavily relies on hospitality, indicating a need for economic diversification.

Another way of looking at occupations is by their concentration. Location quotients (LQ) are used to gauge the relative strength of an industry or occupation compared to the national average for that industry. Hence, an occupation with an LQ of more than 1 shows the local strength of an industry over the national average. Of the occupations with the highest LQ within the SEV region, several have a presence in the manufacturing (fiberglass laminators, structural metal fabrication) and leisure and hospitality (host and hostesses, cooks, and waiters and waitresses).

Occupations By Highest Location Quotients By City

SEV City	Occupation	LQ
Edgewater	Fiberglass Laminators and Fabricators	172.30
	Marine Engineers and Naval Architects	27.23
	Motorboat Mechanics and Service Technicians	12.82
Oak Hill	Kindergarten Teachers, Except Special Education	9.04
	Education Administrators, Kindergarten through Secondary	8.13
	Structural Metal Fabricators and Fitters	12.32
New Smyrna Beach	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	4.41
	Waiters and Waitresses	4.16
	Cooks, Restaurant	4.18

Source: JobsEQ, 2021Q4

PROSPERITY

ECONOMIC STRUCTURE

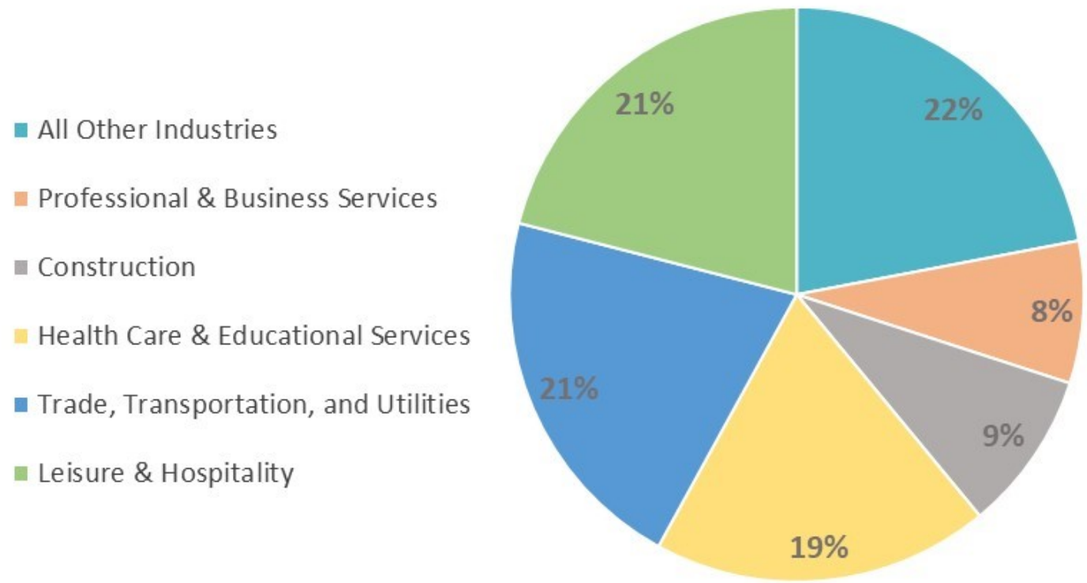
Economic structure is the term used to describe the composition of employment by industry in the local economy. Understanding this dynamic is the first step to analyzing SEV's economic competitiveness. Here it is is important to differentiate between "traded" and "non-traded" industries. The first set of industries drive economic growth because they sell their goods and services outside the region. Moreover, the development of their products is often dependent on national and international supply chains. Examples of traded industries include manufacturers and hotels. On the other hand, non traded industries mainly exist to serve the area's population and thus derive most of their income from the local consumption. These include establishments like supermarkets and barber shops.

According to JobsEQ, the SEV area had close to 15,000 employees in 2021. About 90 percent of these jobs belong to non-traded iand service producing industries. The Trade, Transportation & Utilities (TTU) supers sector comprises 21 percent of all jobs within the region. It includes wholesale and retail trade establishments, transportation companies, and private utilities. The second largest grouping is Leisure and Hospitality. While it includes some traded industries like accommodation, most of the local establishments are in the food services industry. Establishments within the Education and Health Services supersector provide education and medical services to the region's residents. Most of these establishments serve local residents.

When developing an economic development strategy, it is important to focus on strategies to attract more traded industries. These tend to generate more high-wage jobs for the area's residents and tend to have a bigger economic impact.

Industries Difference

Traded Industries	Non-Traded Industries
• Drive Economic Growth	• Provide Local Services
• Export Goods and Services	• Mostly Local Consumption
• National/ International Trends	• Regional Conditions



Source: JobsEQ, 2022

PROSPERITY

LARGEST EMPLOYERS

When addressing business structure, it is also important to know the name and location of the region's largest employers. According to Data Axle/Infogroup, SEV's largest employers are concentrated in the Health Care and Social assistance, Manufacturing, and Retail industries. The majority of these employment sites are located within the City of New Smyrna Beach.

The region's largest employer is Boston Whaler, located in the City of Edgewater, employing an estimated 1300 people. Followed by Advent Health New Smyrna Beach, as the second largest employer. This facility is a 112-bed hospital that employs about 700 people. The facility offers a comprehensive set of medical care services, including urgent and emergency care, cancer, diabetes, heart and vascular, home care, imaging, and lab services, among other services. Another large employer within the health care and social assistance sector is the Oceanview Nursing Rehabilitation Center, a skilled nursing facility. Finally, besides the Coconut Palms Beach Resort, the rest of the large employers are within the retail industry. Five of them are supermarkets.

Besides Boston Whaler boat manufacturing, most of the SEV region's large employers belong non traded industries. Most of these retail establishments pay wages below $15 an hour, which lessen the impact they have in the community. SEV leaders should focus their efforts on attracting large employers within traded sectors where the region is competitive.

Ten Largest Employers in SEV Region

Business Name	Estimated Employees	Industry	City
Boston Whaler	1300	Manufacturing	Edgewater
Advent Health NSB	700	Health Care and Social Assistance l	New Smyrna Beach
Walmart Super Center NSB	207	Retail	New Smyrna Beach
Oceanview Nursing Rehabilitation Center	200	Health Care and Social Assistance l	New Smyrna Beach
Publix Supermarket Edgewater	155	Retail	Edgewater
Coconut Palms Beach Resort	150	Accommodations	New Smyrna Beach
Publix Super Market New Smyrna Beach	150	Retail	New Smyrna Beach
Winn Dixie New Smyrna Beach	140	Retail	New Smyrna Beach
Winn Dixie Edgewater	130	Retail	Edgewater
Home Depot	120	Retail	New Smyrna Beach

Source: Data Axle/Infogroup, 2022

PROSPERITY

MEASURING ECONOMIC COMPETITIVENESS

To identify competitive industries within the SEV region, the ECFRPC used location quotients. This is a ratio that compares the percentage of employment in a particular industry in a local economy to the percentage of employment in the same industry in a reference economy (McLean and Voytek, 2000). The LQ measure is popular because it is easy to understand. A ratio higher than 1 implies that there is an excess capacity in that particular industry. This means that the local economy probably exports these goods and services to other areas. As a destination for both regional tourists and outside visitors, the SEV shows strength on several Leisure and Hospitality sector. However, since the intention of this project is to diversify the region's economy, the ECFRPC focused this analysis on non-service industries within the targeted sectors.

According to JobsEQ, the three cities have a high location quotient (LQ) in the ship and boat building industry, including all types of watercraft manufacturers. The cities of Edgewater and Oak Hill share high LQs in the medical equipment and supplies manufacturing. These establishments manufacture a variety of products, including surgical instruments, medical appliances, and orthodontic goods, among others. In addition, these same cities also have establishments that specialize in manufacturing a variety of metal products. Being home to a municipal airport, the City of New Smyrna Beach has shown a high concentration in the non-scheduled air transportation and the support activities for air transportation industries. The first includes all establishments that transport people and cargo with no regular routes and schedules. The second industry consists of a variety of aviation services, including airport operation, aircraft maintenance, repair, and storage, among others.

The next section of the plan shows a more detailed discussion regarding the number of establishments within these sectors and allied industries.

City	Industry	Targeted Cluster	LQ
Edgewater	Ship and Boat Building	Boats	46.4
	Other Fabricated Metal Product Manufacturing	Boats	3.03
	Medical Equipment and Supplies Manufacturing	Medical	1.81
New Smyrna Beach	Ship and Boat Building	Boats	1.49
	Nonscheduled Air Transportation	Aviation	3.64
	Support Activities for Air Transportation	Aviation	5.64
Oak Hill	Ship and Boat Building	Boats	2.71
	Medical Equipment and Supplies Manufacturing	Medical	1.04
	Architectural and Structural Metals Manufacturing	Manufacturing	23.45

Source: JobsEQ, 2021Q4

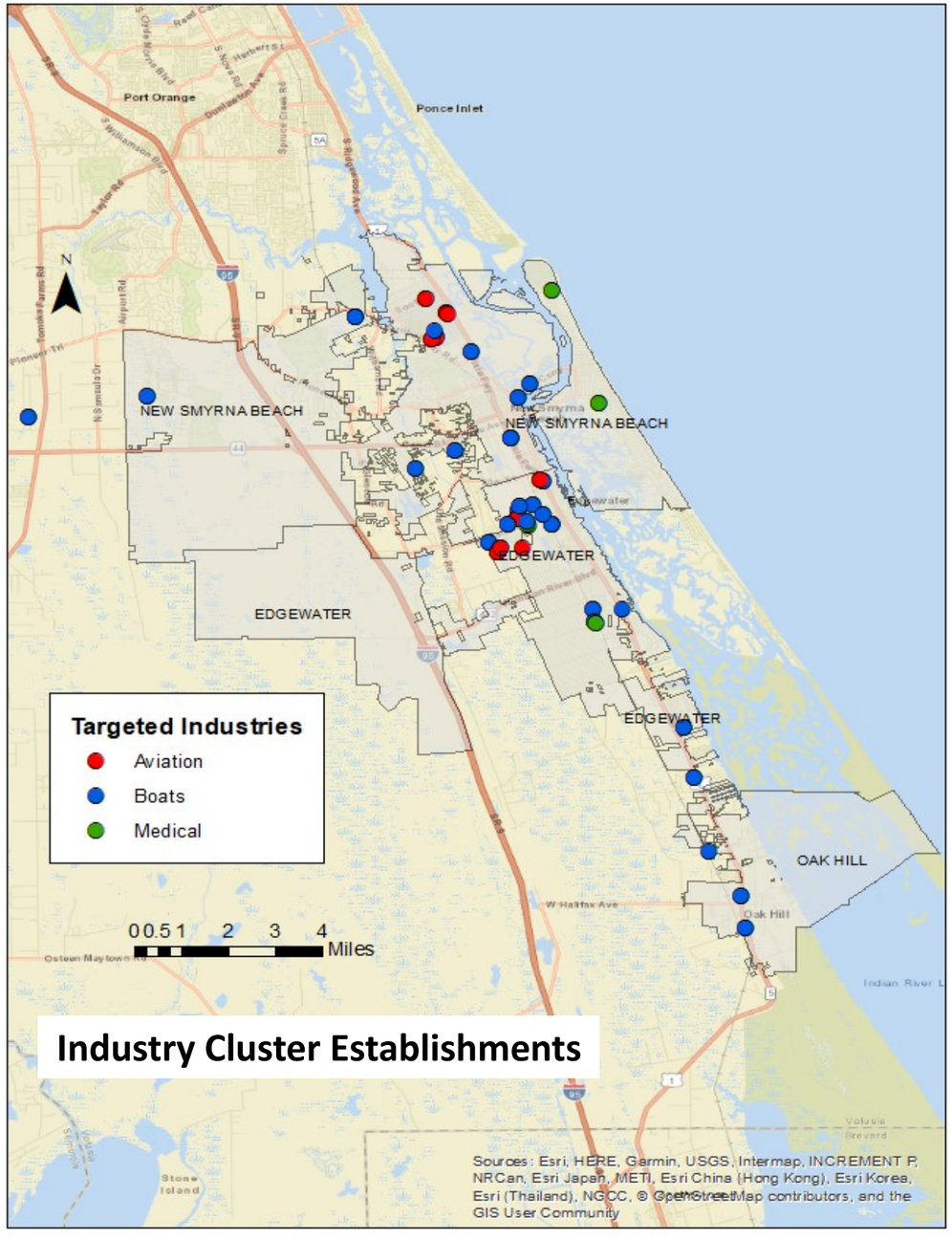
PROSPERITY

ECONOMIC CLUSTERING

Establishments within traded industries and their suppliers tend to agglomerate near each other to achieve economies of scale and gain a competitive advantage. These networks of inter-related businesses are called industry clusters. These firm concentrations are important regional job and wealth generators and are responsible for developing important technological innovations. For this analysis, the ECFRPC used the Data Axle/Infogroup business database to identify businesses that fall within three of the SEV's targeted industries. The ECFRPC found establishments related to the aviation, boats, and medical devices industries, but not corporate headquarters.

The ECFRPC identified 47 businesses employing more than 1,100 people. Sixty-six percent of these establishments belong to the boating industry. This number includes large boat manufacturers and their parts suppliers and repair services. There are also twelve establishments that provide a variety of aviation services. Most of these establishments provide support services to airplanes stationed at the New Smyrna Municipal Airport. Finally, the ECFRPC found four companies that develop medical devices and other health care technologies. Two of them are denture laboratories.

Before developing an economic strategy to attract more businesses within these targeted industries, it recommended for the region to explore how these current businesses could be scaled-up to help them generate more profits and additional jobs.



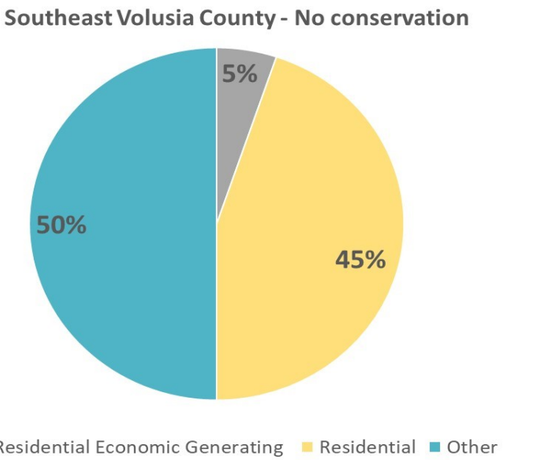
PLACES

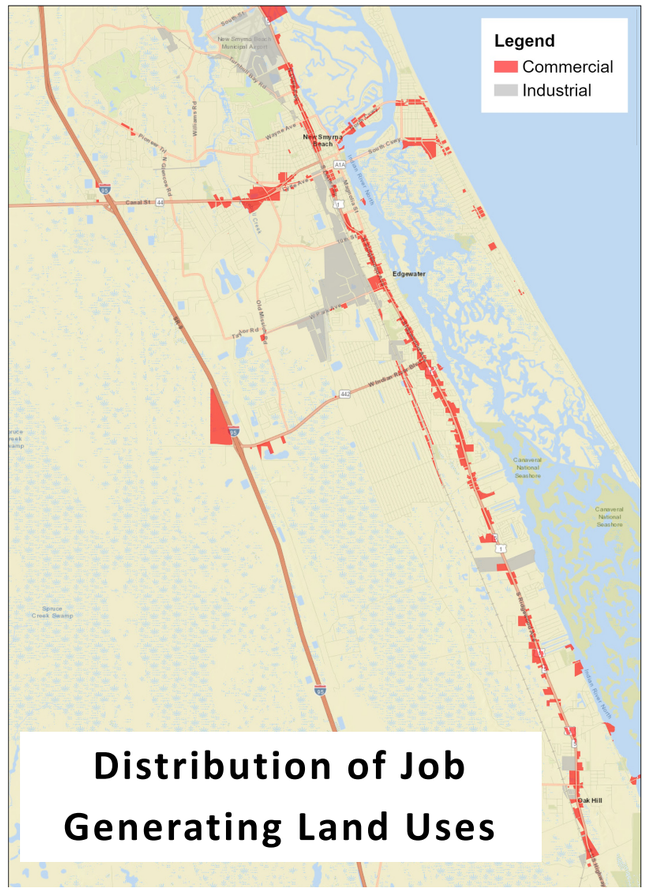
LAND USE PATTERNS

One important factor that is not usually included in economic development discussion is land use. This is mistake, as the community's ability to attract new businesses is highly dependent on the availability of land. For the purpose of this analysis, the ECFRPC divided the region's land uses into three different groups: residential, economic generating, and other land uses.

Similar to other communities across the East Central Florida region, most of the land within the SEV region is used for residential purposes. This group comprises all properties used for single-family, mobile, and multi-family home uses. Residential uses consumes about 45 percent of the land in the SEV area. This amount is heavily influenced by the region's population growth and demand for leisure waterfront properties. Economic generating land uses include all properties that have commercial and industrial designations. The first two land uses mostly serve local consumption industries such as retail and professional services. These tend to be concentrated along major throughfares such as US-1. On the other hand, industrial land is usually reserved for high intensity commercial uses and manufacturing. These uses comprise about five percent of the land within the SEV. Finally, the Other category includes agricultural, recreation, institutional, and mixed-use properties. These uses take about half the land within the SEV region.

In order to increase the SEV's economic prospects, local jurisdictions should strive to have more of a balance between residential and non residential land uses.





Distribution of Job Generating Land Uses

WORKSHOP #1 RESULTS

On May 17, 2021, the Southeast Volusia Chamber of Commerce hosted the Southeast Volusia Economic Development Summit with the purpose of assessing the interest in furthering the collaborative efforts of economic development for the SEV region to include the cities of New Smyrna Beach, Edgewater, Oak Hill and County of Volusia as well as determine what economic development efforts were occurring in the region.

During the workshop section, attendees were asked a series of question to move collaborative efforts forward, the following are the results of this activity.

What is Southeast Volusia's unique selling position/drivers?

- Workforce
- Proximity to Kennedy Space Center
- Land
- Climate
- Training opportunity/workforce development
- Community
- Open for business
- Access (Cape Canaveral, transportation, ports, rail)
- Diversity
- Existing businesses
- Real estate product
- Support programs
- Recreation
- Low cost of living
- Family Orientated
- Available land
- Light industry
- Schools/education
- Infrastructure
- Pad ready
- Quick permitting
- Career and Technical education
- Incentivize new business
- Can do attitude
- Wage increase

Challenges and Diversification - Needs to overcome challenges and enhance diversification as a Southeast Volusia Region:

- Streamlined environmental impact permitting to support quicker, lower-cost development, taking advantage of lower cost acreage.
- Better understanding of what is and is not working § Reduced risk for filling and building spaces
- Method to defer upfront cost
- Streamlined process for municipal staff that integrates day to day operations plus collaboration within the regional economic development initiatives (not piling more requirements and duties on)
- Similar zoning
- Include all the player
- Elected bodies create policies / resolution to work together
- Identify landowners in key property areas and solicit them
- Share standard incentives
- Identify low hanging fruit. No paralysis by analysis
- Get more business partnerships
- Have the planners work together
- A regional permitting process that will be available to be filled out and submitted online
- Overview so within state statute
- Clearly articulate value and ROI of economic development to everyone in the community.
- Adopt comp plan amendments for space overlay
- Understand clear desires of elected § Continue to have these kinds of meetings to move forward and track progress
- Regional incentives package

WORKSHOP #1 RESULTS (CONT.)

Building Consensus - Building consensus for a regional collaboration to capitalize on each community's strength while working collaboratively to overcome the challenges:

- Empowering elected officials to withstand the pushback from those that don't want change.
- Develop MOU for regional process to examine what is working, what is not working from deals that have "failed" – improve from there
- In SE Volusia collaboration and consensus looks like...including all stakeholders, expanding existing businesses, and creating private/public partnerships.
- In MOU agree to apply for EDA grant to develop a Regional Economic Development Strategy (REDS)
- Continuing the collaboration between the cities to build towards the growth of the private and public sector.
- Regional incentives and funding for economic development
- Need a regional economic strategy in writing with a timeline and stick to it and not vacillate with changing political wind
- Regional CEDS
- Better understanding of why we don't land the businesses that we want to recruit
- Major focus on workforce attraction. i.e. tax incentives, sufficient wage, and subsidies to encourage and attract workforce.
- Council and Commission members singing the same tune, knowing how to communicate with the naysayers with facts and positives
- Collaboration and consensus building in SE Volusia looks like business leaders sharing with educational institutions how to prepare the next generation of business owners and managers.
- More joint meetings
- Support our elected officials
- Open dialogue with private and public sectors

WORKSHOP #2 RESULTS

On February 24, 2022, the Second Southeast Volusia Economic Development Summit was held to identify and build consensus around strategies to advance and coordinate economic generating development focusing on the previously identified industries: aviation & aero-space, light industry (including manufacturing), boat building & marine equipment, supplies & services, and medical. Commercial corporate office space was added to this list of targeted industries.

During the workshop section, attendees participated in a map exercise to discuss on where they envision non-residential, economic generating land uses. Refer to discussion notes below and the map to the right for activity results.

Proposal for North

Industrial and commercial zone to connect along Williamson corridor, space between I-95 (transition zone)

- Deering Park North & Deering Park Center- mixed use areas (industrial and commercial)
- Discussion on improvements to Old Mission Rd.
- Between New Smyrna Beach and Edgewater (south of 44)- industrial park (potential)
- Consensus: on the north part of SEV, this would be the bubble supported

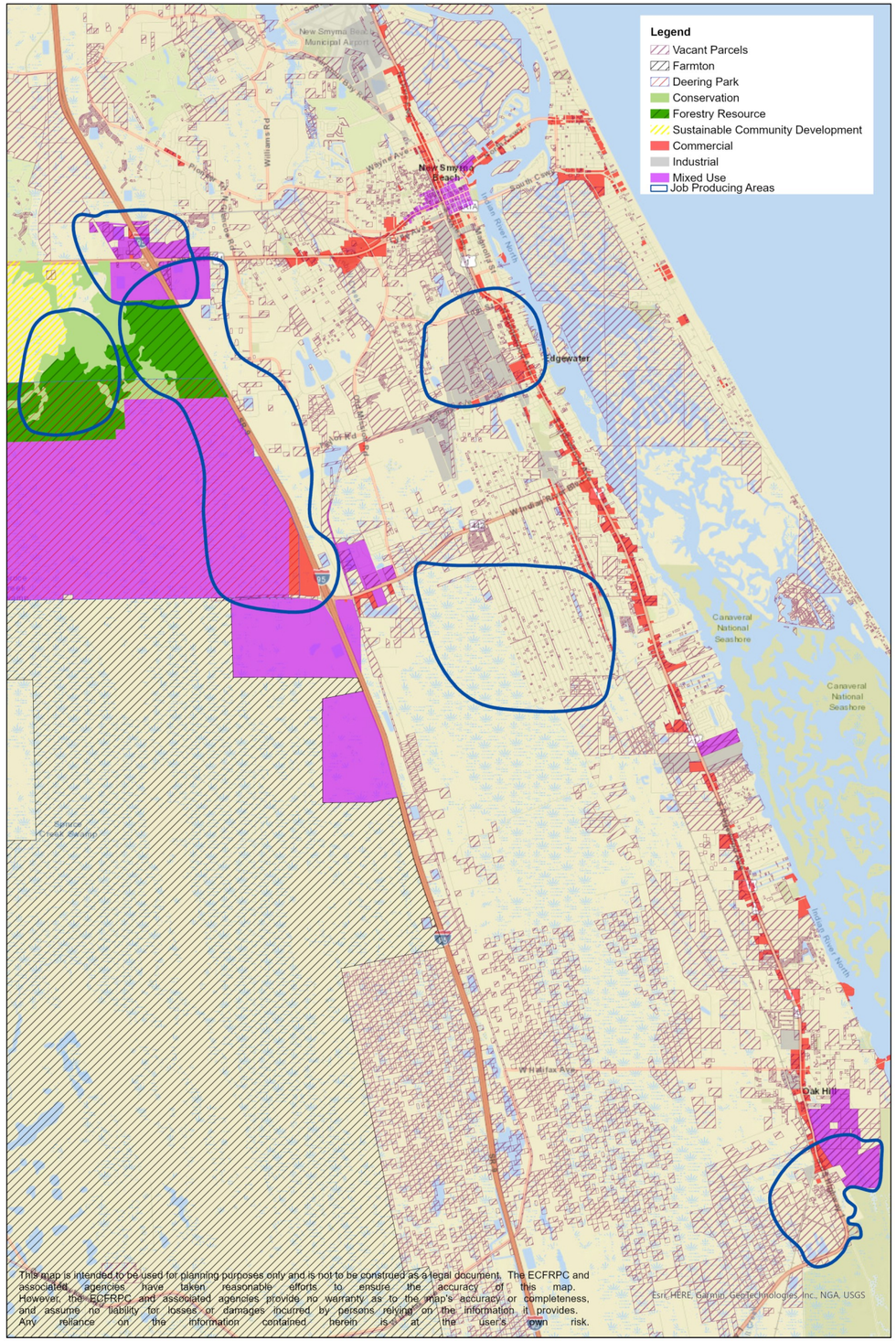
Office spaces can fall under other designation- mix uses for the most part allow for this kind of use.

Proposal for South

Brevard County line and I-95 section and US 1 could be used for manufacturing or commercial area (e.g., space industry)

- SEV Environmental Impacts Study (EIS)- e.g., Shiloh property extension
- There is an opportunity for leveraging, both, environmental initiatives (septic to sewer, etc.) and jobs.

Southeast Volusia FLU and Vacant



PLANNING FOR ECONOMIC DEVELOPMENT

Based on over a year of collaborative and culminating work focused on SEV's regional economic development, local experts have developed a single overarching goal to continue working as one economic region to diversify the economy by attracting identified targeted industries for high-wage/high-value job opportunities. This goal consists of five objectives and multiple respective strategies and actions to prepare the region for existing and new economic opportunities, pivot away from threats, address weaknesses, and reinforce existing strengths to position the region in a more competitive and industry-inviting place.

In May 2021, the Southeast Volusia Chamber of Commerce hosted the first Southeast Volusia Economic Development Summit, where the Chamber, along with the representatives from each of three SEV cities (City of New Smyrna, City of Edgewater, and City of Oak Hill), Volusia County, and the facilitative assistance of the East Central Florida Regional Planning Council, participated in a regional discussion that supports and further moves SEV's economic development collaborative efforts. During this meeting, areas and industries of priority were also identified for focused work. In February 2022, a second summit was held to continue the work. At this summit, city representatives and elected leadership further discussed priorities and concerns, established a vision of work, evaluated regional gaps and needs for increasing the suitability of sites for potential targeted businesses and industries, identified land use options and areas, and identified prospective collaborating partners/stakeholders. The outcomes of these summits have resulted in the established regional economic development goal presented in this document.

Goal

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

Objectives

- **Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects.**
- **Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.**
- **Close the employment training, recruitment, expansion, and retention gap for target industry sectors.**
- **Create a unified and collaborative approach to Southeast Volusia's economic development as a region.**
- **Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, and innovation.**

PLANNING FOR ECONOMIC DEVELOPMENT (Cont.)

It is important to note that in conjunction with these discussions, previous regional economic and strategic marketing plans have been analyzed to complement and promote existing and ongoing regional undertakings, along with fostering new strategies. In addition, the work presented in this plan takes into consideration the efforts that have been established in the regional Reasonable Assurance Plan by incorporating strategies that help promote, prepare, address, and reinforce environmental stewardship for maintaining healthy ecosystems and pivot away from practices that threaten the region's valuable natural resources.

The strategies included to address each of the objectives in this plan take into account and position the region to take action on a variety of priorities that will help advance the regional economy and assist in industry readiness. The priorities covered throughout the objectives include infrastructure development and availability (i.e., water, sewer, stormwater, transportation, broadband, electric and renewable energy, and affordable housing), strategic and reasonable land use, protection and enhancement of quality-of-life attributes (including natural areas conservation), funding opportunities, workforce development, strategic industry growth, innovation and sustainability, and regional collaboration and leadership.

The following section presents the strategy tables in which the work has been laid out for achieving the established regional economic development goal. The strategies proposed are non-exhaustive but help propel existing and new regional endeavors.

The Strategic Plan Considers:

- **Regional strategic marketing initiatives**
- **Regional Reasonable Assurance Plan**
- **Infrastructure needs**
- **Accessibility/Transportation**
- **Strategic and reasonable land use**
  - **Protecting and enhancing quality-of-life attributes**
- **Funding opportunities**
- **Workforce training, innovation, retention, and expansion**
- **Sustainable and resilient industry growth and diversification**
- **Regional collaboration and leadership**

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs.	1.a.i. Secure funding and hire a consultant to facilitate conversations and develop the infrastructure plan.	2-3 years			
	1.a.ii. Build consensus around infrastructure focus areas to include: water, sewer, stormwater (including green stormwater infrastructure and low impact development), transportation (multimodal, transit, charging stations), broadband/high speed internet, electric, alternative energy–renewable readiness, workforce/affordable housing, etc.	2-3 years			
	1.a.iii. Identify key stakeholders to bring to the table including: utility providers (FPL, NSB Utilities, Florida Public Utilities, Florida Gas Transmission Co., AT&T, Brighthouse/Spectrum, CBN Broadband Network, City and County utility departments), major land owners, transportation entities (River to Sea TPO, VoTran, FDOT, County Transportation Division, FEC Railroad), target industry representative, major employers*, housing representatives (Volusia County Assistance Division, Realtors Association), medical/healthcare service representatives (Florida Hospital, Florida Memorial Hospital Health Park, Halifax Health), Volusia County Schools, permitting agencies (SJRWMD, FDEP), Indian River Lagoon Council, elected leaders and city/county staff.	2-3 years			
	*: SEV Manufacturing & Technology Coalition, SEV County Major Employers webpage: https://www.sevolusia.com/southeast-volusia-county-manufacturers/index				

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Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs (cont.)	1.a.iv. Create a cohesive multi-modal transportation section within the plan to provide for the movement of goods and people that promotes vibrant economic development while safely, conveniently, and efficiently serving the travel needs of southeast Volusia, protecting the natural environment and preserving the character and history of the region. The plan should provide for the following considerations: downtowns, freight and economic ingress/egress, parking solutions—especially in New Smyrna Beach, new/enhanced multimodal infrastructure, future climate conditions, incorporation of innovative stormwater solutions to improve water quality of the IRL, and others.	2-3 years			
	1.a.v. Develop a prioritized list of regional infrastructure projects and cost estimations for inclusion in the plan that may be used to seek grants , other funding or public private partnership opportunities. The list should include projects necessary to develop industrial park west of I-95 straddling NSB and Edgewater as well as those identified through collaborative efforts undertaken to date including: • Williamson Extension • Widening of Mission Road • Sewer & water extension from Roberts Road to Brevard County line.	2-3 years			
	1.a.vi. Assess the Regional Assurance Plan and identify projects within the southeast Volusia area to be incorporated into the SEV Infrastructure Plan.	2-3 Years			
	1.a.vii. Municipal and county adoption of the plan by resolution.		3-5 years		

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.b. Include in the development of the infrastructure plan a grant tracking table to identify potential funding sources, requirements (such as engineering and design, match, etc.), timelines and other considerations.	1.b.i. Identify potential partner(s) to secure grants in order to advance infrastructure development in priority development area(s) identified by leadership and as noted in this plan including the priority area between New Smyrna Beach and Edgewater. Partners could include SEV Chamber of Commerce, SEV cities, R2CTPO, Indian River Lagoon Council, utility partners, Volusia County Schools, Housing developers, private companies/businesses, and others.	2-3 years			
	1.b.ii. Research state and federal grants to fund infrastructure needs including those "outside of the box" – i.e. resilience or water quality grants to create onsite or regional stormwater infrastructure; structure projects as a dig once approach to secure grants that could cover planning or implementation of a number of infrastructure needs on one site at one time.	2-3 years			
1.c. During the collaboration efforts to develop the Infrastructure Plan, work with the City leadership to determine consensus regarding a regional financial mechanism to provide matching dollars for regional infrastructure.	1.c.i Collaborate with elected officials and city managers to determine consensus on an approach which could include a dedicated annual budget line item, increase in stormwater impact fees or other impact fees, a Regional Trust fund or other potential options. Note: Each city may opt to secure the funding through their own means, but at the very least, city and county partners should work to come to consensus regarding dollars allocated every year and how the dollars may be utilized or rolled over to create a growing account for infrastructure projects if not spent in a given year.	2-3 years			
	1..c.ii. Incorporate agreed upon approach into the infrastructure plan and resolution for adoption.		3-5 Years		
	1.c.iii. As housing has been discussed as being "infrastructure", partners should continue to explore the idea of funding an Affordable Housing Trust Fund.		3-5 Years		

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Objective: Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.a. Re-envision corridors/areas to focus future economic generating land-uses (non-residential)	2.a.i. Conduct an audit of the priority areas identified by leadership to focus efforts to increase opportunities for economic generating land uses. This should include infrastructure gaps, vulnerabilities, land-use designations, and socio-economic framework of the area.	2-3 years			
	2.a.ii. Assess growing trends in the manufacturing sector to target industries that will diversify the region's economic future and can operate on smaller parcels or within manufacturing parks and areas identified in the priority areas.	2-3 years			
	2.a.iii. Develop a vision for these areas including potential land use designations, workforce housing, infrastructure needs, future conditions, and target industries.	2-3 years			
	2.a.iv. Work with property owners and jurisdictional planners to identify willing participants in planning tools to secure the future economic land-use on these properties.	2-3 years			
	2.a.v. Update comprehensive plan, zoning and land development codes to solidify incentives, overlays or other identified planning approaches.		3-5 years		
	2.a.vi. Conduct small area design planning as needed to ensure development occurs as desired.		3-5 years		
	2.a.vii. Implement Joint Planning Agreements for these corridors or properties as needed.	2-3 years			
	2.a.viii. Secure various cross-sector partnerships to create the spaces for businesses to scale over time		3-5 years		

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.b. Examine zoning and land-uses to determine potential for more innovative approaches, beyond mixed use, to facilitate mix of uses including light industrial/commercial/office and residential.	2.b.i. Conduct best practice research for innovative zoning and land use designations that integrate land uses instead of segregation of industrial from other uses. Example: Philadelphia code offers two new classifications, Industrial Commercial Mixed Use (ICMX) and Industrial Residential Mixed Use (IRMX), which focuses on live-work arrangements.	2-3 years			
	2.b.ii. Examine zoning allowances for small scale manufacturing and incubators that could offer classes, fabrication and prototyping tools, electronic/computer equipment, and design software for members.	2-3 years			
	2.b.iii. Identify industries that do not require heavy infrastructure nor generates heavy traffic patterns.	2-3 years			
	2.b.iv. Audit zoning, land development codes and future land uses to determine where barriers exist to innovative allowances, and the potential and appetite for new codes and where these could be implemented .	2-3 years			
	2.b.v. Create an internal process in each community to ensure cross-sectoral communication and involvement in decision-making for planning, natural resources, grant application, and economic development is standard practice.	2-3 years			
	2.b.vi. Research and implement renewable ready codes and sustainable policies and initiatives to encourage the formation and growth of targeted industries and other high wage/ high value job creating businesses, entrepreneurship, creativity, and innovation.		3-5 years		
	2.b.vii. Develop strategies and codes that will allow for future development to contribute towards further enhancing environmental protections without becoming cost-prohibitive and/or unreasonable to the developer such as low impact design requirements and other stormwater management strategies.		3-5 years		2(**2034**

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.a. Conduct gap assessment of educational and training resources and needs to feed manufacturing industries from high school pipe-line and retraining and expand programs within the region.	3.a.i. Conduct inventory of programs and (re)trainings available in Volusia County high schools, community and technical colleges.	2-3 years			
	3.a.ii. Conduct best practice research for strategies to close training and recruitment gaps in manufacturing industries.	2-3 years			
	3.a.iii. Engage with groups to assist with the training and recruitment of target groups including Volusia County high schools, Burns Science and Technology Charter School, Southeast Volusia School of Science and Technology, Veterans Services, Career Source, major employers, Daytona State College, non-profits specializing in workforce training and placement, religious institutions and other identified stakeholders in the development of strategies and program development and assist in assigning responsible parties and identify partnerships.	2-3 years			
	3.a.iv. Identify and engage training and recruitment target groups including high school students, armed forces retirees, unemployed, underemployed, etc. in the development of strategies and program development.	2-3 years			
	3.a.v. Produce recommendation report for appropriate stakeholders to consider for implementation to include timeframes, responsible party leads for specific actions and partnerships.	2-3 years			

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Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.b. Continue to collaborate with stakeholders to assess progress recruitment and training recommendations and identify new partnerships, opportunities and strategies to advance recommendations in Recruitment and Retention Gap Analysis and Strategy Plan.	3.b.i. Continue to host roundtable session(s) to include educational and training entities, elected officials and industry representatives. Key stakeholders include those included in the development of the plan and NextGen Leaders, Burns Science and Technology Charter School, Sacred Heart School, Southeast Volusia School of Science and Technology, New Smyrna Beach High School, Daytona State College, Career Source, etc.		3-5 years		
	3.b.ii. In roundtable sessions, engage in dialogue to continue to identify private – public partnerships, non-profits and other organizations including 501 c(3), faith-based organizations, and others to advance strategies and opportunities to help close the recruitment and retention gap.		3-5 years		
3.c. Develop recruitment, retention, and expansion tools for regional industry growth.	3.c.i. Volusia Business Resources (VBR) and Team Volusia should continue to host the existing website with online resources for business expansion and retention. The Cities, partners and VBR should continue to update this website with new information, partnerships, etc. that emerge from the above engagement.				X
	Note: VBR website https://www.volusiabusinessresources.com & Team Volusia https://www.teamvolusiaedc.com/				
	3.c.ii. Continue efforts and information accessibility for recruitment of new industries and perspective entrepreneurs through easy to access and navigate website and include for example the development of a crosswalk of business installation prerequisites, services available, and infrastructure or resources required from the region to help expedite business residency in SEV.				X
	3.c.iii. Include on the VBR website a regional service provider and business directory by category.	2-3 years			

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.d. The Chamber should continue to emphasize and market the region's reputation for entrepreneurship and innovation as a regional business identity.	3.d.i. Host annual business meetings to showcase successful local businesses and partnerships.				X
	3.d.ii. Develop a set of marketing material to promote identified the region's entrepreneurship and innovative investment opportunities.				X
	3.d.iii. Continue to promote business technology and resource investment, competitiveness, and excellence through incentives such as innovation awards, recognition programs, funding support, and scoring to help assist with business and regional improvements and create pathways into global recognition.				X
	3.d.iv. Continue collaboration with Volusia County, Team Volusia, and South East Volusia Manufacturing and Technology Coalition (SEVMTC).				X

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Continue the unified and collaborative approach to the Southeast Volusia's economic development as a region

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
4.a. Continue collaborative meetings and forums with regional planners, economic development staff, stake-holders and local representatives to regularly participate in efforts that address current and future identified issues and priorities at least once a year.	4.a.i. Continue to convene the regional economic leadership taskforce to deliver strong economic leadership and collaboration between all levels of government, industry, and the community. These meetings should be held no less than quarterly to ensure momentum and utilize the group to advance efforts of this plan.				X
	4.a.ii Host a minimum of one leadership forum session per year to focus on targeted collaboration, problem solving and partnership development. The leadership forum should include, as a minimum, elected and appointed government leadership and staff with key industries, academics, non-profits, and other identified stakeholders invited to the table dependent upon the focused discussion of the session. The goal of the leader-ship forum is to discuss and acknowledge economic development gaps and identify and promote opportunities across the region to ensure the region is well placed to grow and respond to economic changes/impacts.	2-3 years			X
4.b. Continue to seek, leverage, and mobilize internal resources and opportunities to build and sustain eco-nomic development and collaboration.	4.b.i. No less than quarterly, city and county planners and economic development staff, SEVMTC, and SEV Chamber should meet to discuss new opportunities, plan implementation progress and continue to collaborate to advance this plan and economic development opportunities, planning efforts and new partnerships. This meeting should be a recurring meeting hosted by the Chamber of Commerce.	2-3 years			
	4.b.ii. In collaboration with the County and cities GIS Department, City/County planners, economic develop-ment staff, and SEVMTC, continue the efforts to create a web-based regional mapping application for use by re-cruitment individuals and organizations, site selection professionals, and economic development practitioners to streamline the process in identifying non-residential development opportunities for targeted industries to locate in the region. The information included in the map should include a minimum zoning, future land use, site size, environmental constraints, utilities, and jurisdiction.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.a. As resilience and recovery are important regional themes to incorporate into regional and local Comprehensive Economic Development Strategy (CEDS), conduct a vulnerability assessment of the region's economic system and identify strategies to adapt to shocks and stressors.	5.a.i Conduct an assessment of the region's economic system to identify industry conglomerations, industry gaps, supply chain resources, and other identified economic resources and vulnerabilities. This would include interviews with industry leaders to assess resources needs and where they obtain these resources for their operations.	2-3 years			
	5.a.ii. Work with practitioners and industry stakeholders to identify a regionally consistent set of indicators and benchmarks including economic vulnerability indicators to track progress being made in resilient economic development. Research of best practice indicators should occur during this process. This activity could be undertaken as a masters thesis with one of the local universities. Utilize resources found on NADA CEDS Central and US EDA for best practices which includes numerous tools such as National Economic Resilience Data Explorer (NERDE) and Analysis Platform for Risk, Resilience, and Expenditures (APRED).	2-3 years			
	5.a.iii. Update local CEDS plans to incorporate new metrics and ensure identified shocks and stresses are included as they don't stop at geographical or jurisdictional boundaries, making the need to prepare and respond to these events a regional effort. The CEDS planning process is therefore an ideal opportunity to position regions for recovery.		3-5 years		

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Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.b. Create a Business Resilience program at the Chamber to build capacity, provide training opportunities, and engage businesses to foster sustainable and regenerative systems that promote equitable and inclusive practices to better prepare for and respond to shocks and stressors.	5.b.i. Conduct best practice research of other chambers of commerce regarding their role in economic and business resilience and identify programs that could be replicated in Southeast Volusia.	2-3 years			
	5.b.ii. Engage with experts to provide training opportunities for businesses in the region to build capacity and promote diverse business incentives.		3-5 years		
	5.b.iii. Develop a program with incentives for businesses that provide training opportunities, promote resilience and align with local goals/efforts based on transparency and accountable performance, such as, for example, entities who have conducted an analysis of business performance (e.g., B-Impact Assessment) based on governance, workers, community, the environment, and customers impacts.		3-5 years		
	Note: B Corp Impact Assessment digital tool: B Impact Assessment (bcorporation.net)				
	5.b.iv. Create a forum or platform to provide opportunities for Business to Business (B2B) connections for production and supply support especially in supply chain shortages or other disruptions.				X
	5.b.v. Prioritize and promote sustainable business practices such as by-product synergy, building operations efficiency, waste reduction and efficient waste management, and community volunteering programs, among other practices alike that can help protect and enhance the region's natural environment .				X

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.c. Increase the number of industries within the region's innovation cluster and clean/green emerging industries to encourage economic diversification and circular economy concepts	5.c.i. Host a symposium or regional economic development summit focused on innovation and emerging technologies across sectors (private, government, community, academia, and clusters) to develop understanding, partnerships, and commitments for innovation.		3-5 years		
	5.c.ii. Develop recommendations, strategies and best practices that provide financial and non-financial incentives for "green" economic growth.	2-3 years			
	5.c.iii. Provide education on opportunities and resources offered by sustainability sector programs and entities such as Social Enterprise/B Corp.	2-3 years			
	Note: B Corp website: https://www.bcorporation.net/en-us/				
	5.c.iv. Investigate partnerships and opportunities to stimulate financial and non-financial development of work/study and apprenticeship programs for green jobs, with emphasis on inclusion for minority groups and disenfranchised youths.	2-3 years			

CONCLUSION

The Southeast Volusia region shall continue to collaborate and actively pursue efforts to help the region promote economic diversification, attract quality businesses and industries, and build an adequate and robust workforce to increase SEV's overall economic development. These efforts will be achieved by addressing, although not limited to, the stated goal and objectives and in collaboration with the organizations and stakeholders identified and presented in this plan. Some of the highlighted strategies, which will be essential for moving plan development forward, are the unified collaboration between the SEV cities and the County, meeting at least once a year to discuss progress and requirements, pursuing funding opportunities, workforce development, and availability and readiness of sites. The outcomes of this work will not only improve the region's economic resilience but will also work to promote people's quality of life and continue to protect, and when possible, enhance, places—the natural and built environment. Furthermore, by working on these community aspects, the region will be better equipped and prepared to face current and future shocks and stressors to the economy. After all, based on the economic impacts of the COVID-19 pandemic, people and businesses must work to foster technology, innovation, adaptability/flexibility, diversification, collaboration, and the sustainable use of resources (economic, natural, and material) to create a community and industry network that is supportive and resilient.

Volusia Growth Management Commission

September 6, 2024

Shane Corbin, Development Services Director
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: VGMC #24-040, City New Smyrna Beach Large Scale Amendment Application
CPA-1-24: Deering Park Innovation Center – Future Land Use Map Amendment
CPA-2-24: Deering Park Innovation Center – Future Land Use Text Amendment

Dear Mr. Corbin,

The Volusia Growth Management Commission (VGMC) received the above referenced large scale amendments from the City of New Smyrna Beach, VGMC Case No. 24-040. The application was deemed complete on August 7, 2024 and duly noticed. In accordance with Section 90-35(d)(2)a. of the Volusia Growth Management Commission Consistency Rules and Regulations, other units of local government had until September 4, 2024 to petition for hearing on the application.

As part of the application submittal, the Volusia County Schools issued a ***conditional*** finding of adequate capacity dated August 6, 2024. The conditional finding requires that the City (i) adopt the language in Section 15 "School Capacity" of the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement (the "MDA"), and (ii) record the MDA in the public records of Volusia County. A copy of the Volusia County Schools correspondence is attached hereto and labeled as Exhibit A.

Based upon the lack of objection filed by another unit of local government, VGMC Case No. 24-040 is hereby deemed certified as consistent without the need for a public hearing ***subject to*** the City's compliance with Volusia County Schools' conditional finding of adequate capacity outlined in Exhibit A. Once adopted and recorded, please forward a copy of the ordinance(s) and MDA to both the Volusia County Schools and the VGMC office.

The Volusia Growth Management Commission appreciates the efforts of the City of New Smyrna Beach to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

140 South Beach Street, Suite 305, Daytona Beach, FL 32114
Tel: 386-947-1875 ■ Fax: 386-947-1877 ■ Email: vgmc@volusia.org

August 9, 2024

The Honorable Fred Cleveland
Mayor, City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Mayor Cleveland:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of New Smyrna Beach (Amendment No. 24-02ESR) received on July 10, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

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If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email at jon.coulter@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Robert Mathen, Senior Planner, City of New Smyrna Beach
Tara McCue, Executive Director, East Central Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

August 5th, 2024

Mr. Robert Mathen
Senior Planner
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168-9985

Subject: **City of New Smyrna Beach Proposed Comprehensive Plan Amendment 24-02ESR**
Response Type: ***No Comments***

Dear Mr. Mathen,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment package for the City of New Smyrna's Proposed 24-01ER, as requested in your transmittal letter, dated June 3rd, 2024.

Proposed Ordinance:
The proposed Large-Scale Comprehensive Plan Text Amendment proposes adding Deering Park Innovation Center to the Industrial Mixed Use Future Land Use category and limiting the residential density to 2,150 units and commercial/Industrial Floor Aera Ration (FAR) to 6,000,000 square feet within the currently designated 1,618 and requiring that 400 of those acres to be designated Natural Vegetation Area in the planned unit development agreement.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

Result:
FDOT has reviewed the transmitted amendment for the City of New Smyrna pursuant to Section 163.3184(3), Florida Statutes. The proposed future land use element text amendments are not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, be transmitted to the Department.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5457 or by email at james.rodriguez@dot.state.fl.us.

Sincerely,

James Rodriguez
D5 Growth Management Coordinator

Cc:

Carol McFarlane, Volusia County
Patricia Smith, Volusia County
Jay Williams, Volusia County
Tara McCue, ECFRPC
James Stansbury, DEO
Jennifer Carver, FDOT
Melissa McKinney, FDOT
Tiffany Hill, FDOT

Florida Department of Transportation

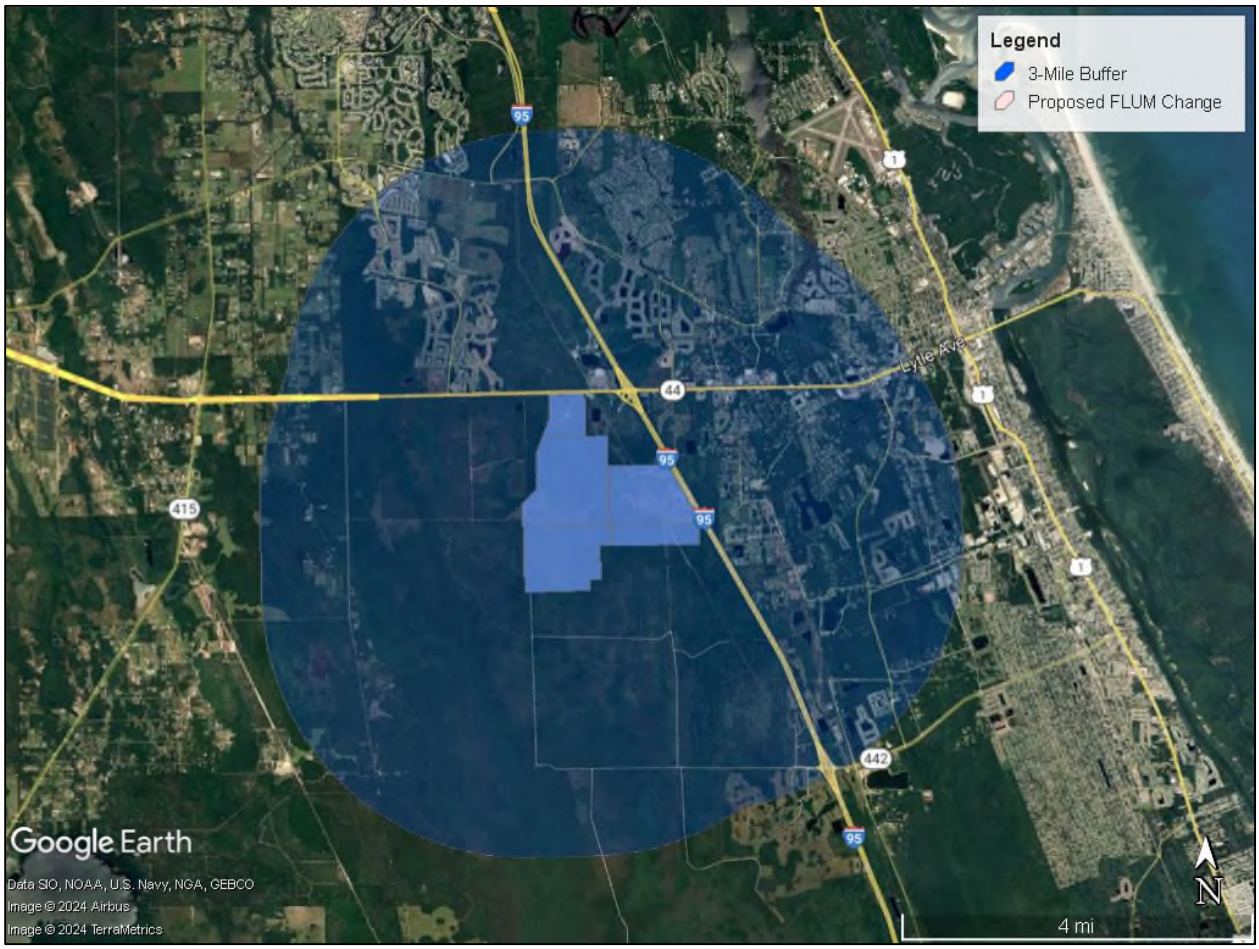
RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX A

LOCATION MAP



Source: Google Earth

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Conditional Finding of Adequate Capacity Letter

August 6, 2024

Mr. David Fuechtman
Farmton North, LLC
3450 Old Dawson Rd
Edgewater, FL 32132

RE : Deering Park Innovation Center at NSB-City of New Smyrna Beach
School Concurrency Case # 24-04-24-002-A

Dear Mr. Fuechtman:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Deering Park Innovation Center at NSB associated with 1,618 +/- acres of property located at or near the intersection of I-95 and SR 44 within New Smyrna Beach city limits. The proposed project would provide a total of two thousand one hundred fifty (2,150) total dwelling units, comprised of one thousand fifty-five (1,055) single family homes, seven hundred twenty (720) multifamily apartments and three hundred seventy-five (375) multifamily townhomes.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit and (0.137) per multifamily dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate four hundred twenty-four (424) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	1,055	273
Multifamily Dwelling Unit	0.137	1,095	151
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**2,150**	**424**

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2023/24 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Chisholm Elementary	489	124%	No	149
New Smyrna Beach Middle	972	119%	No	79
Southeast CSA (New Smyrna Beach High)	1,762	103%	No	135
Other				61

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and middle school levels.

The requirement for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to enter into a capacity enhancement agreement with the Volusia County School Board (VCSB) to dedicate a school site of at least thirty (30) usable acres to VCSB before the City of New Smyrna Beach may issue any preliminary site plan approval, is included in Section 15 of the proposed Master Development Agreement (MDA, see attached). The MDA also provides the following restrictions, that (1) residential units are restricted to 2,150 units; (2) the current request does not increase that residential density; and (3) in the event of an application to increase the number of dwelling units above 2,150 units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2,150 units, then the excess units (over 2,150 units) shall be subject to school concurrency review.

Based on the foregoing, the school district can provide this letter of no impact on school capacity planning, provided that the language in Section 15 of the MDA is approved and adopted by the City Council and recorded in public records. Otherwise, there is no finding of adequate capacity.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency regulations in effect at the time of review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,

Leineriza V. Divina
Specialist, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Glenn D. Storch, Esq, Storch Law Firm
Jeff Gove, Chief Planner, City of New Smyrna Beach
Merry Chis, Operations Manager, Volusia Growth Management Commission
James F. Roberts, VCSB Planning Services Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Deering Park Innovation Center at NSB
VCSB Project #	**24-04-24-002-A**
Jurisdiction Project #	
Parcel ID Numbers	7321-00-00-0010; 7328-00-00-0010; 7327-00-00-0024; 7335-00-00-0100; 7344-00-00-0010; 7333-00-00-0010
Project Location	I-95 and SR 44
Potential Residential Units	1,055 Single Family Homes and 1,095 Multi-Family Units
Property Owner/Applicant	David Fuechtman - Farmton North, LLC
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Leimeriza V. Divina
Specialist, Planning

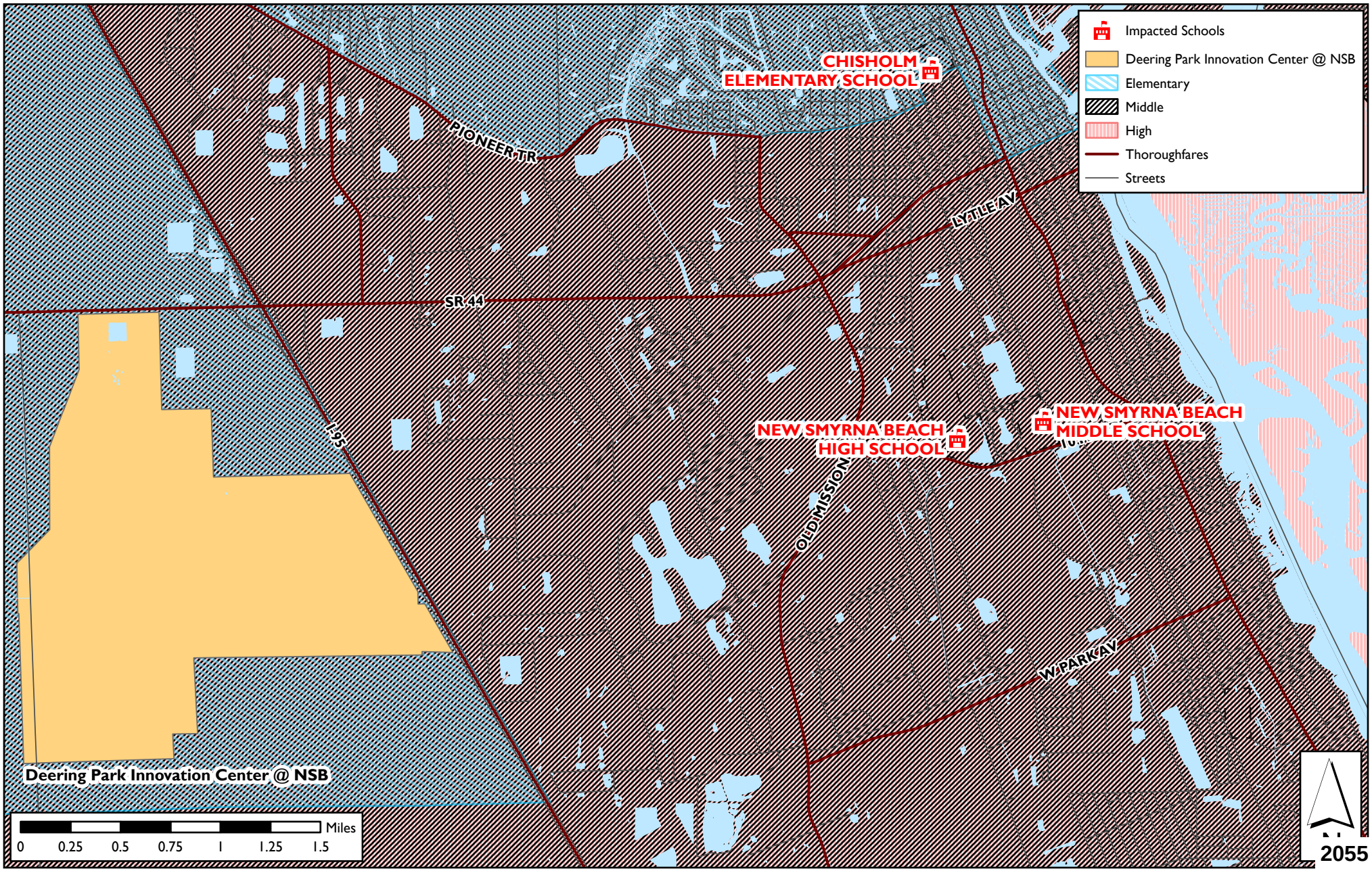
August 6, 2024
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Deering Park Innovation Center @ NSB

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
April 2024



ORDINANCE NO. 42-24

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH'S COMPREHENSIVE PLAN; AMENDING PART II, FUTURE LAND USE ELEMENT, TO LIMIT FUTURE DEVELOPMENT FOR THE DEERING PARK INNOVATION CENTER; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR REQUIRED TRANSMITTALS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Fuechtman, P.O. Box 70, Edgewater, FL 32121, applicant on behalf of property owner, Farmton North LLC, P.O. Box 70, Edgewater, FL 32121, requests an amendment to the City of New Smyrna Beach's Comprehensive Plan, Part II, Future Land Use Element to limit future development for the Deering Park Innovation Center; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised Public Hearing pursuant to §163.3164(18) & §163.3174(4)(a), F.S. on May 6, 2024, on the proposed Plan Amendment and following that Public Hearing by a vote of 6-1, adopted a recommendation that the City Commission ***approve*** the aforesaid Amendment to the City's Comprehensive Plan; and

WHEREAS, the City Commission deems it in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That the New Smyrna Beach Comprehensive Plan, Part II, Future Land Use Element, is hereby amended to read as follows (**Note: Additions in text are shown by underline; deletions in the text are shown by ~~strikeout~~ and omission in the text are shown by …):**

FUTURE LAND USE ELEMENT

INTRODUCTION

The community of New Smyrna Beach has evolved over time in response to a variety of economic, social, physical, and political influences. The way people within the community use the land is a reflection of their attitudes and values. The manner in which the community develops in the future will be based on the community's commitment to current goals and objectives.

In order to understand the structure of the community it is important to understand how the physical and social components fit together. These are more easily described in terms of neighborhoods, major environmental limitations/opportunities, and the various user groups that may be external to the community. Map II-4, Existing Land Use, describes the location and distribution of land uses in the City of New Smyrna Beach in 2010. In addition to existing land use that has been documented by the Planning and Zoning Department, the existing zoning and the 1990 Comprehensive Plan, as amended, define distinguishable areas that lend themselves to the structure of New Smyrna Beach and help give us an understanding of the general areas that will be influenced as part of the Future Land Use Element.

...

LAND USE CATEGORIES

...

INDUSTRIAL MIXED USE

Maximum allowed density:
Up to 40 dwelling units per acre
Up to 75 transient lodging units per acre
Maximum allowed Floor Area Ratio (FAR): 6.50
Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development format:
Retail: 65%
Office: 75%
Residential: 65%
Industrial: 65%

Intent: The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, and also within the Deering Park Innovation Center at New Smyrna Beach on approximately 1,618 acres west of I-95 and south of SR 44 between areas designated as Sustainable Community Development and Activity Center, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and low, medium ~~to~~ and high-density residential uses. Areas designated as Industrial Mixed Use are required to develop using the planned unit development format. The Deering Park Innovation Center at New Smyrna Beach is restricted to a total of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres, and requiring at least 400 of those acres to be designated Natural Vegetation Area in the planned unit development agreement.

...

GOALS, OBJECTIVES, AND POLICIES

...

GOAL 2: GENERAL LAND USE PATTERN

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

...

OBJECTIVE:

4. To provide adequate services and facilities for future development, at the adopted level of-service standard. In order to maintain the adopted level-of-service standard, development orders, and permits will be conditioned on the availability of the public facilities and services necessary to serve the proposed development.

Policies:

a. New Smyrna Beach shall continue to enforce Land Development Regulations that ensure adopted level-of-service standards are met, consistent with the intent of §163.3180, Florida Statutes.

b. Annually update the capital improvement program to schedule the provision of future public services and facilities, including acquisition of needed lands that will be provided by the City, county, and other agencies, and demonstrating financial feasibility.

c. Continue to enforce regulations that require that public facilities and services necessary for the support of proposed development and the maintenance of adopted level-of-service standards will be in place at the time a development permit is issued, or will be in place concurrent with the impacts of development.

d. Maintain citywide densities to ensure that beachside residents can be evacuated consistent with the Hurricane Evacuation Plan.

e. Through the concurrency management system, maintain the availability and accessibility of facilities indicated in this plan to be essential to maintenance of the health, safety, and welfare of the municipal residents.

f. By December 2011 revise the population projections shown on Table II-1 to extend to the year 2030 and evaluate projected demand in comparison with the provision of facilities and services.

g. Encourage managed growth and minimize impacts to City infrastructure and services by encouraging and allowing developers to voluntarily limit density, number of hotel/motel or dwelling units, square footage, and/or floor area ratios on newly-annexed property, or properties where changes to the Future Land Use designations are sought. Specific locations where limits are imposed on properties shall be noted

on the Future Land Use Map and listed below. The following locations are limited in development beyond the designated future land use designation:

- 1.33 acre parcel on the North Beach associated with City of New Smyrna Beach Planning and Zoning Department Case No. CPA-7-03, having a Parcel No. 7405-00-00-0016 and approved with Ordinance No. 46-04 is limited to two (2) units;
- 160 acre parcel in the southeast portion of Venetian Bay associated with City of New Smyrna Beach Planning and Zoning Department Case No. CPA-5-04, having had a Parcel No. 7317-00-00-0031 and approved with Ordinance No. 26-05 is limited to zero (0) additional units; ~~and~~

- 46.017 acre parcels south of the intersection of Turnbull Bay Road (County Road 4093) and Whispering Pines Drive and north and west of Hidden Lakes Golf Club at 1140 and 1185 South Golf Lake Drive, 1240 Kenard Street, and 1984 Mayport Avenue associated with City of New Smyrna Beach Planning and Zoning Department case No. A-13-06, having had Parcel No. 7312-00-00-0078, 7312-00-00-0079, 7312-00-00- 0083, 7312-00-00-0084, 7312-00-00-0090, 7312-00-00-0100, 7312-00-00-0101, 7312-00-00-0110, 7312- 00-00-0149, 7312-00-00-0190, 7312-00-00-0480, and 7312-00-00-0490, and approved with Ordinance No. 58-09 is limited to 132 units; and 9.07 acre parcels south of the intersection of Turnbull Bay Road (County Road 4093) and Whispering Pines Drive at 1295 Kenard Street also associated with City of New Smyrna Beach Planning and Zoning Department case No. A-13-06, having had Parcel No. 7312-00-00-0020 and 7312-00-00-0320 approved with Ordinance No. 58-09 is limited to zero (0) units and industrial/commercial floor area to 120,000 square feet. Prior to any land development activity of these 55.087 acres, each application shall be reviewed and if required, approved by Federal Aviation Administration (FAA). No development order may be issued without an FAA approval, agreement, or statement of no objection;

- The Pioneer Trails PUD shall be limited to 1,250 residential units, 15,000 square feet of office space, 341,000 square feet of non-office commercial space and 98 hotel rooms~~.~~; and

- The Deering Park innovation Center at New Smyrna Beach PUD shall be limited to six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

...

SECTION 2: ***Transmittal of Notice and Amendments to Plan.*** The City Clerk has sent copies of the notice and amendment to the reviewing agencies in accordance with §163.3184(1)(c), F.S.,

and any other local government or governmental agency that has filed a written request with the City. §163.3184(3)(b)1, F.S.

SECTION 3: ***Public Hearings.*** It is hereby found that prior to transmittal a public hearing was held on June 13, 2024, after notice published June 3, 2024, and prior to adoption a public hearing was held September 10, 2024, after notice published September 5, 2024, and after receipt of agency comments, which is deemed to comply with §163.3184(3)(b)1 and (c)1 and 163.3184(11), F.S.

SECTION 4: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. §163.3184(3)(c)4, F.S.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/4/2024

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 45-24: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF APPROVED, WOULD REZONE A PROPERTY BY ADDING THE HISTORIC BUILDING OVERLAY DISTRICT, (HBOD) TO A PROPERTY LOCATED AT 403 MAGNOLIA STREET KNOWN AS THE WOMAN'S CLUB.

September 10, 2024

Background:

Applicant: Curtis Hodges for the Karter Presley Lynaugh Trust, 620 South Riverside Drive, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, Kevin Cowper, City Manager 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Request: Approval of a rezoning to add the Historic Building Overlay District, (HBOD), in order to continue a non-conforming use of Venue, without the required onsite parking at 403 Magnolia Street.

Subject Area: The subject building was constructed in 1924. The subject property consists of approximately 0.26 ± acres, is zoned R-5, Multi-Family, and is generally located on the east side of Magnolia Street, south of the Lytle Avenue overpass, on property addressed as 403 Magnolia Street. This building is known as the Woman's Club. (see location and aerial map attached as **Exhibits A and B**).

Tax ID #: 7441-38-04-0610.

Exhibits Used in this Report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: HBOD Regulations
Exhibit D: R-5 Zoning Regulations

Exhibit E: Past Photos
Exhibit F: Current Photos
Exhibit G: 1986 Florida Master Site File
Exhibit H: 1989 National Register of Historic Places Application
Exhibit I: Plan for Development
Exhibit J: City Comprehensive Plan Review
Exhibit K: Legal Description

Findings:

In 2000, the City amended the *Land Development Regulations,* (LDR) to establish a Historic Building Overlay District (HBOD) zoning classification. The HBOD is specifically intended to assist in the reuse of historic structures that may be threatened as a result of zoning or other development restrictions. The overlay is also intended to promote the preservation, restoration, and reuse of historic structures by exempting underlying zoning districts use and district regulations. See **Exhibit C** for a copy of the HBOD regulations. The underling zoning of R-5, Multi-Family Residential is attached as **Exhibit D**. The current R-5, Multi-Family zoning district does not include venue as a permitted , conditional, or special exception use. The HBOD allows a historic property to be reused for any purpose the City and owner agree upon. Past and historic photos of the subject building are attached as **Exhibit E** with current photos of the subject building attached as **Exhibit F.**

The 1983 Florida Master Site File number 8V0437 listed the architecture as of Mediterranean Revival/Spanish Mission Style. The New Smyrna Beach Woman's Club was organized in 1911. The following year the club was federated, and in 1917 became incorporated.

In the early years, the club held its meetings Saturday afternoons at Gabriel Gomez's store at 409 ½ Magnolia. To raise money for a clubhouse building, teas were organized for the Saturday afternoon meetings and the ladies of the neighboring Rio Vista resort hotel were invited. Under the club leadership of Mrs. Jim Marshall, the teas, often complete with violin and piano concerts by Mary Conner, the school music teacher, were successful. By 1918 the sum of $1,200.00 was attained, enough to buy portions of lots 61 and 62 at the intersection of Lytle Avenue and Magnolia Street. This property was purchased from W. P. Shryock, owner of the general merchandise store adjacent to this property on the east.

In February of 1922 the members of the New Smyrna Woman's Club were invited to the opening of the New Daytona Beach Woman's Club building (since destroyed). This led to increase interest in a permanent clubhouse for New Smyrna. On February 5, 1923, a building committee was formed at the regular meeting of the New Smyrna Beach Woman's Club to select plans for the new clubhouse. In early May of 1923, plans were accepted for the new building. The total was to be $10,000. Eight local businessmen in the community donated $100.00 each, bringing the total to $3,000. By December, the lot was cleared, and Mr. E. M. Webster of Fidelity Bank made an offer of a loan to the club for the remaining construction money.

The plans for the building were completed by Phillip H. Reed, a local carpenter and builder. Mr. Reed also worked on several other commercial buildings and private residences, including an addition to the home of Mrs. Mary (Conner) Vaughn at 209 Lytle Avenue. Mr. William H. Berger, husband of the secretary of the club, and Colonel Joseph Bird, both offered their services to supervise the construction of the building.

The New Smyrna Beach Woman's Club was built in the Mediterranean Revival/ Mission style. Other buildings in the area were constructed in the similar styles but the New Smyrna Beach Woman's Club is unusual in that the west and north exterior walls extend out from the roof line. An arcaded porch extends from the west side of the building. The building lacks the extensive decorations as often seen on other Mediterranean Revival buildings.

In early February 1924, the first event was a bazaar, which was held in the nearly completed Woman's Club building. A newspaper account of the event described the new building as being attractive with a green and white color scheme throughout. The unfinished interior walls were decorated with bamboo, palms, and moss. The furniture was on loan from Sumner Furniture Company. The bazaar was a success, with $940.00 received from receipts. The club also raised money to pay for the building by such events as May Day festivals. A suite of furniture was donated by the winner of a raffle art the Victoria Theater in New Smyrna to help furnish the building.

The New Smyrna Beach Woman's Club was active in several functions of the community. In the 1920's the club participated in a city beautification program in conjunction with the Exchange Club and the Chamber of Commerce. The purpose of this program was to make New Smyrna a more attractive town, especially to incoming northern visitors.

The members also donated the use of their clubhouse for the honor society and senior banquets. The clubhouse served as the community's primary facility for social and cultural events. Musicals, flower shows, art exhibits and lectures were held at this location. Such organizations as the Girls Reserve also used the clubhouse for meetings in the 1930's. Political gatherings were held in the building, such as receptions for gubernatorial aspirant Fred O. (Bud) Dickerson, Jr., former Comptroller of Florida. In more recent years, the New Smyrna Beach Woman's Club has remained an integral part of the community through its use not only for club meetings and receptions but for church services and recreational classes as well.

On January 23, 1934, a fire broke out in the Kitchen, the result of a kerosene stove accidentally left burning by the girl reserves. The building was saved but the roof, interior, and furnishings were damaged. The club hired Harry M. Griffin, a Daytona Beach architect to perform the renovations. He was one of the most important architects in Florida from 1925 to the late 1950's. Mr. Griffin was the architect for the following projects in the Daytona Beach area: Daytona Beach Post Office, Junior and Senior high schools, the Tides apartments, a YMCA building, college buildings, the News-Journal building, the Peninsula Woman's Club, Cornelia Young Library, New Smyrna Yacht Club, and the Florida State Hospital in Chattahoochee Florida. After the renovations, the clubhouse continued to serve as a social center for New Smyrna.

In its heyday the New Smyrna Beach Woman's Club had up to 300 members. The New Smyrna Beach Woman's Club is one of the earliest clubs of its type in the area. The City purchased the Woman's Club in 1990 and use the facility as a venue to be leased out for meetings, weddings, and non-profit funding events like the Lions Club, Cheeseburgers in Paradise.

Per information from the 1986 Florida Master Site File, **Exhibit G**, and the 1989 United State Department of the Interior, National Park Service, National Register of Historic Places application, **Exhibit H**, the building at 403 Magnolia Street was constructed in

1924 with an architecture style of Spanish Mission. The building in the past, has received many designations and awards. The building was placed on the United States Department of the Interior, National Park Service's National Register of Historic Places in 1989. The building is also a contributing structure within the New Smyrna Beach National Registered Historic District. This National Registered Historic District was established on April 26, 1990. The Building was awarded the Donnadine Miller Preservation award in 2010 and was designated as a Local Landmark by the City of New Smyrna Beach in 2018.

The City hired the architecture firm of Bentley Architects & Engineers Inc, to design the rehabilitation of the Woman's Club building at 403 Magnolia Street. A contractor was selected via a bid process and the renovation was started. During the renovation, the contractor discovered additional damage to the structure that would cause an additional estimated cost in the millions to restore the building. The City Commission decided to halt the construction and reevaluate the building to determine the future direction of this building.

The City Commission decided to end the contract with the contractor and place the property for sale with conditions. Proposals for the purchase were received by the City under RFP 06-24-CRA and Karter, Presley, Lynaugh, Trust was selected as the purchaser. The proposed purchaser has submitted a plan for development and site plan, attached as **Exhibit I**, with a proposed timeline for the renovation of the Woman's Club.

The Planning Department reviewed the City Comprehensive Plan for consistency with this application. Under Element XIII, Historical and Archaeological Preservation, and Element XV Economic Development and have found that this application meets the following goals, objectives, and policies. See **Exhibit J**.

Element XIII Historical and Archaeological Preservation Element

- Objective 5, Policies b, c, d, and f.
- Objective 7, Policies c and e.

Element XV Economic Development Element

- Objective 4, Policies a and b.

The application is required to be placed for multiple public hearing with the Historic New Smyrna Beach Preservation Commission, Planning and Zoning Board, and City Commission. The Planning and Zoning Board shall provide recommendations on the physical development of the site and the expected impact on adjacent properties and the neighborhood. The Historic New Smyrna Beach Preservation Commission shall provide its recommendation as to the historic and architectural significance of the building and site. The city commission shall approve the ordinance establishing the historic overlay

district and plan for the development of the property if both the district and plan are consistent with the city's comprehensive plan, compatible with the surrounding neighborhood, and are reasonably necessary to preserve the historic resource.

Properties that have been approved through the Historic Building Overlay District application process are as follows:

- South Riverside Drive Indian River Lodge (Medical Office and Assisted Living Facility) Sunset 2004
- 532 North Riverside Drive (Assisted Living Facility Use)
- 223 Crawford Road (Bed and Breakfast Use)
- 801 North Atlantic Avenue (5 Unit Short-Term Rental Building Use)

See **Exhibit K** for a location map for current HBOD properties.

Recommendations:

The Planning Department reviewed the City Comprehensive Plan and land Development Regulations for consistency with this application. The Planning Department has found that the application is consistent with Element XIII, Historical and Archaeological Preservation, and Element XV Economic Development. Staff would suggest a State of Florida marker be placed along Magnolia Street acknowledging the Woman's Club, similar to the marker for the Gabordy Canal on Riverside Drive and Turnbull Grand Canal on State Road 44.

At its regular scheduled meeting on June 3, 2024 the Planning and Zoning Board voted, 6-0, to give the City Commission a positive recommendation that the application meets physical development of the site and the acceptable expected impact on adjacent properties and the neighborhood.

At its regular meeting on June 12, 2024 the Historic New Smyrna Beach Preservation Commission voted, 5-0, to give the City Commission a positive recommendation that the building and site does have historic and architectural significance.

Fiscal Analysis:

The estimated property tax that would be collected based on the 2023 tax role:

General Fund - $2,550.29
New Smyrna Beach I&S 2005 - $109.75

New Smyrna Beach I&S 2018 - $57.18

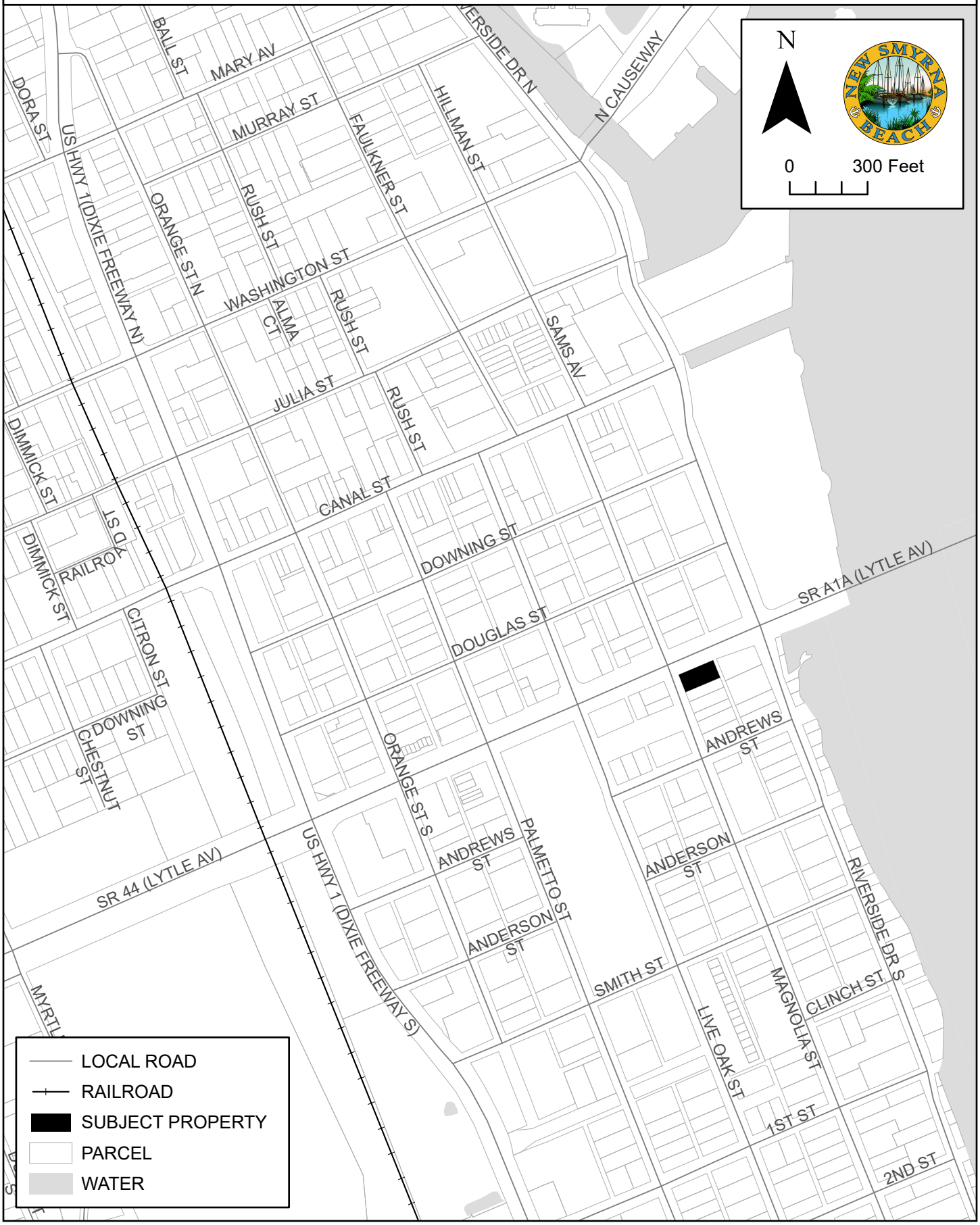
Strategic Plan Item:
No

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C HBOD Zoning Regulation.pdf
Exhibit D City R-5 Zoning.pdf
Exhibit E Woman's Club Past Photos.pdf
Exhibit F 2024 Woman's Club Photos.pdf
Exhibit G 1986 Florida Master Site File.pdf
Exhibit H National Registered Application 1989.pdf
Exhibit I Plan for Development.pdf
Exhibit J Comprehensive Plan Review.pdf
Exhibit K HBOD Location Map.pdf
Exhibit L Legal Description.pdf
Ord 45-24 Rezoning HBOD - 403 Magnolia St (Women's Club).pdf

HBOD-1-24: 403 MAGNOLIA STREET
PARCEL: 7441-38-04-0610 LOCATION MAP



HBOD-1-24: 403 MAGNOLIA STREET
PARCEL: 7441-38-04-0610 AERIAL MAP



EXHIBIT C

HBOD, HISTORIC BUILDING OVERLAY DISTRICT

Intent. The intent of the HBOD, Historic Building Overlay District is to provide re-use opportunities for significant historic structures located in zoning districts wherein the evolution of zoning use restrictions and other zoning regulations have over the years either rendered the historic structures completely unusable, or significantly limited any practical uses of the historic structures. This overlay district seeks to promote the preservation, restoration and reuse of historic and architecturally significant structures by exempting these historic structures from the underlying zoning district's use and district regulations, so long as, these structures are redeveloped under plans for redevelopment that ensure that these structures are compatible with their surrounding neighborhoods.

District regulations. Buildings listed on the National Register of Historic Places, buildings eligible for listing on the National Register of Historic Places, properties containing a structure identified as a contributing structure in the city's historic districts, and properties that have been designated as local landmarks in this overlay district are exempt from all of the underlying zoning district's land use and other district regulations, so long as, each deviation from the normally applicable land use and other district regulations is consistent with the city's comprehensive plan, compatible with the surrounding neighborhood, and reasonably necessary to preserve the historic resource. No property in this overlay district may deviate from the underlining [underlying] zoning district's regulations without first submitting a plan for the development of the property to the city and obtaining a determination from the city commission that each proposed deviation from the underlying zoning district's land use and other district regulations as shown on the plan for the development of the property is consistent with the city's comprehensive plan, compatible with the surrounding neighborhood, and is reasonably necessary to preserve the historic resource. The city commission shall approve the establishment of historic overlay districts and plans for the development of the properties by ordinance in the same manner it approves rezonings. A historic overlay district and plan for the development of the property once approved may only be amended by ordinance in the same manner as a rezoning. All development on properties within this district shall be in accordance with the approved plan for the development of the property or comply with the underlying zoning district's regulations.

Application. Persons seeking approval of a historic building overlay district zoning and a plan for the development of the property shall make application to the development services department. The application shall be on forms provided by the development services department and shall include all of the below information and any other information the applicant feels is relevant:

(1) Plan for development of the property.

(2) Legal description.

(3) Proposed use.

(4) Statement as to why the proposed use cannot be accommodated under the existing zoning.

(5) A site plan showing property boundaries, the location of all existing and proposed buildings, parking, buffers, and any other essential elements of the proposed site use.

(6) An elevation of the building showing the building height, how the structure is to be preserved and how any proposed additions will continue the historic character of the structure.

(7) A schedule showing the timing of proposed improvements.

The development services department shall review the application and determine if the application is complete. Once the development services department has determined the application is complete, it shall transmit the application to the planning and zoning board and the historic preservation commission for their reviews and recommendations to the city commission. The planning and zoning board shall provide recommendations on the physical development of the site and the expected impact on adjacent properties and the neighborhood. The historic preservation commission shall provide its recommendation as to the historic and architectural significance of the building and site. Upon the planning and zoning board and the historic preservation commission completing their reviews and recommendations, the application shall be transmitted to the city commission for its consideration.

Approval of the historic overlay district and plan for development. The city commission shall approve the ordinance establishing the historic overlay district and plan for the development of the property if both the district and plan are consistent with the city's comprehensive plan, compatible with the surrounding neighborhood, and are reasonably necessary to preserve the historic resource. The property's approved plan for the development of the property shall constitute the property's zoning district's regulations. The city commission shall not establish a historic overlay district without at the same time approving a plan for the development of the property. The city commission shall establish a time certain for completion of development on the property in accordance with the approved plan for the development of the property. The historic overlay district shall be automatically repealed and the approved plan for the development of the property shall automatically expire without requiring any further action by the city in the event that the property owner fails to complete the redevelopment of the property and secure a certificate of occupancy for the property prior to the date set by the city commission for completion of the development of the property.

R-5, MULTIFAMILY RESIDENTIAL DISTRICT

Intent. The R-5, Multifamily Residential District is a high density multiple-family residential district that permits mixed housing. It is suitable for large and small land parcels and is a buffer between single-family and business districts and for older residential areas. In addition, the district is designed to preserve ocean views and breezes, enhance roadside appearance and encourage well-planned projects.

Permitted uses.

Playfields

Playgrounds

Public parks

Recreation buildings and complexes for residents and guests of a residential development

Single-family dwellings detached and attached

Duplex and multifamily dwellings including townhouses, apartments, and condominiums

Permitted accessory uses.

Garages

Gazebos

Incidental uses

On-site rental or manager's office for community association members' properties. Community association means a residential homeowners association in which membership is a condition of ownership of a unit in a planned unit development, or of a lot for a home or mobile home, or of a townhouse, villa, condominium, cooperative, or other residential unit which is part of a residential development scheme and which is authorized to impose a fee which may become a lien on the parcel. The following limitations shall be placed on the aforesaid rental or manager's office:

(1)

Said rental or manager's office may not be used in any way to promote the rental of or conduct transactions for the rental of noncommunity association members' properties;

(2)

The aforesaid rental or manager's office may only be used to rent or manage community association members properties that are located on the same site that the rental or manager's office is located;

(3)

Said rental or manager's office staffing be limited to two persons either working full- or part-time to handle rental of association members' properties and one person working full- or part-time to act as clerical assistant;

(4)

Said rental or manager's office shall be allowed to erect a sign to comply with F.S. § 475.22.

On-site temporary sales and brokerage offices and display models for residential dwelling units that are newly constructed, that have never been occupied for residential purposes, and have never been sold.

On-site temporary sales and brokerage structures to be used as a sales office for dwelling units planned to be constructed or under construction. The following limitations and regulations shall be placed on the aforedescribed on-site sales and brokerage offices and temporary sales and brokerage structures:

(1)

Said sales and brokerage offices shall only be used to promote the sales of newly constructed dwelling units (to wit: units that have never previously been occupied for residential purposes or never sold by the developer) and part of an approved site plan located on the same site as the office;

(2)

Said sales and brokerage offices shall only be used to sell residential dwelling units located on the same site as the sales office;

(3)

Said sales and brokerage offices may only have one sign not to exceed ten square feet in area in addition to the allowable signs indicated in [sub]section 604.14 of this LDR;

(4)

Said sales and brokerage offices shall be allowed within a development upon issuance of a certificate of occupancy for the

offices by the development division director or his/her designee and said sales office must be removed from the site upon the issuance of a certificate of occupancy for the last building to be constructed within a development; and

(5)

The following additional limitations and regulations shall be placed on the aforedescribed on-site temporary sales and brokerage structures:

(a)

Said sales and brokerage structures shall have a minimum floor area of 300 square feet and shall not have been formerly a travel trailer, camper, recreational vehicle or tractor-trailer trailer;

(b)

The perimeter of the area between the ground and floor level of the sales and brokerage structures shall be enclosed with ornamental skirting;

(c)

Said sales and brokerage structures must be located on the site such that it meets the minimum setback requirements;

(d)

A minimum of three parking spaces must be provided for the sales and brokerage structures or the minimum number of parking spaces required for an office, whichever is greater. Said parking spaces and access aisle must meet the requirements of [sub]section 604.10 within this LDR except an alternate surfacing agent, such as shell or mulch, may be used;

(e)

A minimum ten-foot-wide and six-foot-high natural vegetative buffer shall be maintained along the front, side and rear of the sales and brokerage structure, parking area and any accessory structures. Should no buffer exist, a ten-foot-wide buffer, meeting the requirements of [sub]section 604.05 E.(1) must be planted along the front, sides and rear of the sales and brokerage structure, parking area and accessory structures. Buffer areas are not required to be irrigated with an underground automatic system but must be regularly irrigated to maintain the vegetation;

(f)

No sales and brokerage structure shall be allowed on a site until all permits as required by all federal, state, and county agencies have been secured; and the site plan for the proposed permanent use has been approved; and a class I site plan has been approved for the use of a temporary sales and brokerage structure; and

(g)

Said sales and brokerage structures shall not remain on a site longer than one year from the date a certificate of occupancy is issued for said sales office or until a certificate of occupancy is issued for the first building within the development, whichever comes first. Upon removal of the sales and brokerage structure, the developer may maintain an on-site temporary sales and brokerage office within the dwelling unit(s).

Permitted home occupations

Storage sheds

Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure.

Uses customarily associated with the permitted principal uses

Special exceptions. Special exception uses shall be located at least 25 feet from all property lines and off-street parking areas abutting residential property shall be screened by a buffer meeting the requirements of this LDR.

Adult congregate living facilities

Child day care on church property, subject to the following additional conditions:

(1)

The church property shall be located on and be accessible by an arterial or collector roadway.

(2)

Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

(3)

Play areas shall be located within all applicable setback dimensions.

(4)

The church property shall have a vehicular drop off and pickup area with a minimum [of] 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up.

Churches

Day care centers subject to compliance with the F.A.C. Child Care Standards and any amendments adopted thereto

Facilities owned and/or operated by federal, state, county or municipal government, except country clubs and golf courses

Garage apartments

Nursing homes

Public and private schools

Schools

Semipublic and public clubs including halls and lodges.

Dimensional requirements.

Single-family dwellings detached and duplexes.

Minimum lot size.

Single-family dwelling detached.

Area: 5,000 square feet

Depth: 100 feet

Width: 50 feet

Duplex.

Area: 7,500 square feet

Depth: 100 feet

Width: 75 feet

Minimum yard size.

Front yard: 20 feet or as required per [sub]section 504.01M. of this LDR

Rear yard: 7.5 feet

Side yard: 7.5 feet

Corner lots.

(1)

Parcels which front on two streets shall provide a 20-foot front yard on the street frontage with driveway access and a ten-foot front yard on the other street or as required per [sub]section 504.01M. of this LDR.

(2)

Parcels fronting on three streets shall provide a 20-foot front yard on the street frontage with driveway access and a ten-foot front yard on the remaining streets or as required per [sub]section 504.01M. of this LDR.

Minimum floor area.

600 square feet of livable area for single-family dwellings detached.

1,100 square feet of livable area for duplexes.

Maximum principal building height.

Three stories.

Maximum height: 35 feet.

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 40 percent of the total lot area.

Screen enclosures. As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent building coverage for only a screen pool enclosure if the following conditions are met:

1.

A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and

2.

There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Maximum impervious lot coverage. The total area of the lot that may be covered with impervious material is 60 percent.

Multifamily dwelling.

Minimum project site dimensions.

Width: 100 feet

Depth: 100 feet

Maximum dwelling unit density for all dwelling units. Twelve dwelling units per acre beachside and 18 units per acre mainland. No less than 3,630 square feet of lot area for each beachside dwelling unit and 2,420 square feet for each mainland dwelling unit.

Minimum building separation. Where two or more multifamily dwellings, single-family dwellings attached or detached, duplexes, apartments, condominiums, [or] townhouses are built on one parcel there shall be a separation of at least 20 feet between the buildings plus 1.5 additional feet for each five feet of building height over 20 feet. When buildings vary in height, said distance to be based on the highest building. (For example: The distance between a 20-foot-tall and 25-foot-tall building shall be 21.5 feet.)

Streets. Public and private streets shall be constructed in accordance with city subdivision regulations.

Minimum yard requirements.

Front: 20 feet, plus 1.5 feet for every five feet over 30 feet in building height, or as required per [sub]-section 504.01M. of this LDR

Rear: 20 feet, plus 1.5 feet for every five feet over 30 feet in building height

Side:

(1)

For projects with six or fewer units, the minimum side setback shall be ten feet on each side, plus 1.5 feet for each five feet over 30 feet in building height;

(2)

For projects with more than six units but fewer than 12, the minimum side setback shall be 15 feet on each side, plus 1.5 feet for each five feet over 30 feet in building height; and

(3)

For projects with 12 or more units, the minimum side setback shall be 20 feet on each side, plus 1.5 feet for each five feet over 30 feet in building height.

Waterfront: 20 feet on river or canal measured from bulkhead or mean high water line

Any yard in 25 in project over ten acres: 25 feet plus 1.5 feet for each five feet over 30 feet in building height or as required per [sub]section 504.01M. of this LDR

Minimum requirements for townhouses and townhouse lots.

All lots shall be adjacent to a public right-of-way or common area.

Lots shall have a minimum width of 20 feet where a living unit is to be located.

Lot frontage along a right-of-way or common area shall be a minimum of ten feet.

Front setback shall be 20 feet or as required per [sub]section 504.01M. of this LDR.

Side setbacks shall be zero feet.

Rear setbacks shall be 20 feet except if there is a landscaped common area behind the townhome and there is a minimum distance of 20 feet from the project boundary line and the dwelling unit or accessory structures.

Minimum floor area for all dwelling units subject to multifamily development requirements.

Single-family dwellings detached. 600 square feet of livable area for one and two-bedroom single-family dwelling units; 1,200 square feet of livable area for a three-bedroom single-family dwelling unit; and 1,300 square feet of livable area for a four-bedroom single-family dwelling unit.

Duplexes (combined units). 1,100 square feet of livable area.

Townhouses, apartments, and condominiums.

450 square feet of livable area for a one-bedroom unit;

550 square feet of livable area for a two-bedroom unit; and

700 square feet of livable area for a three-bedroom unit.

Maximum building length and width. Building facades parallel to the street upon which the building fronts, or parallel to the oceanfront, shall not exceed 150 feet in length. No building constructed after the effective date of this LDR shall have a dimension which exceeds 200 feet.

Maximum principal building height.

Eight stories.

Maximum building height: 80 feet.

Nine stories, provided all of the first story of the building, or that portion of the first story of a building containing nine stories, is used for off-street parking, excluding elevator shafts; maintenance, and utility equipment rooms; laundry rooms; and storage rooms, restricted to owner or tenant usage.

Maximum building height with garage parking: 95 feet.

Maximum lot coverage by all buildings.

Height of Buildings (stories)	Maximum percentage of covered [area] (includes all solid roofed areas)
1	35
2	30
3	28
4	26
5	24

6	21
7	18
8	15
9	15

Maximum impervious lot coverage. The total area of the lot that may be covered with impervious material is 60 percent.

Through lots. Through lots shall provide a 20-foot front yard on each street or as required per [sub]section 504.01M. of this LDR.

Atypical lots. Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line, along the side lot line, and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory structure having a height over four feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

Off-street parking. Multifamily projects which include different zoning districts, and where the multifamily portion of the development constitutes the principal use of the overall project, may utilize property in the nonmultifamily zoning district for accessory major recreational equipment parking, as long as such property is located within the project boundaries. The parking shall be developed in accordance with all applicable requirements of the land development regulations.

Covered off-street garage parking. Covered off-street garage parking may be provided either within or outside of the principal building(s). If the entire first story of the principal building(s) is used only for covered off-street garage parking, the principal building(s) may be nine stories but shall not exceed a maximum building height of 95 feet. If covered off-street garage parking is provided outside the outer walls of the principal

building(s), it may be considered open landscaped area if it has a landscaped periphery and the roof is used for recreation purposes. Covered off-street garage parking located outside the principal building(s) and considered open landscaped area is not included in the maximum percentage lot coverage calculation for solid roofed areas. Landscaping shall be provided as required in this LDR.

Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

Buffers for multifamily development. Landscaped or natural vegetative buffers shall be provided as indicated in [sub]section 604.05 and as follows:

(1) Along the front, rear, and side lot lines where off-street parking areas are located, the buffer shall be a minimum of seven feet wide; and

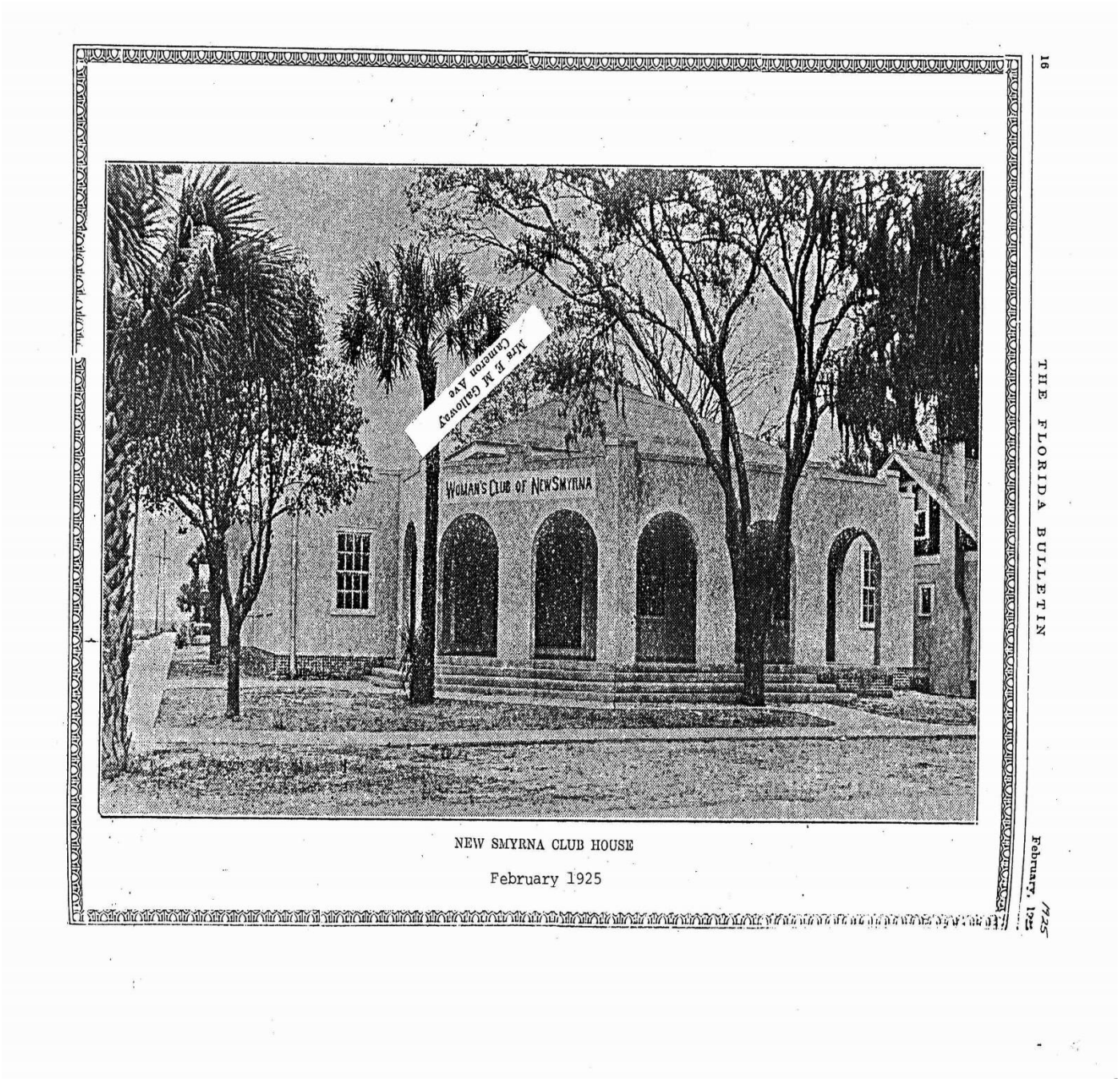
(2) Adjacent to or facing a single-family residential district or use, the buffer shall be a minimum of 20 feet wide from the property line.

Landscaping. A landscape plan is required as described in this LDR.

Deed covenants. The developer shall supply, in writing, all covenants and restrictions that will govern the maintenance of the common open space and other aspects of the project that are necessary for welfare of the project and consistent with the best interest of New Smyrna Beach. Such legal instruments shall be submitted with the site plan and approved by the city legal department prior to the issuance of a building permit by the chief building official.

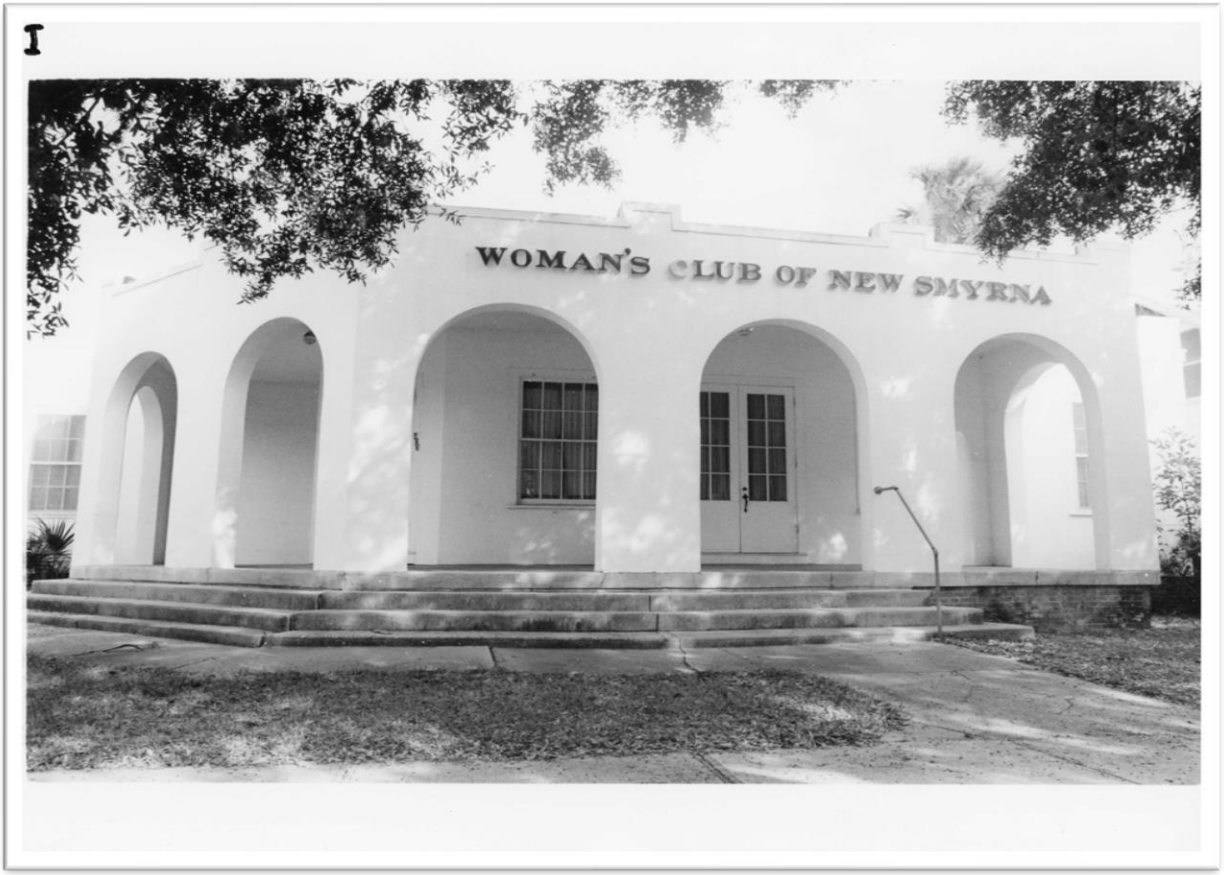
Use of recreational amenities and/or commonly-owned facilities incidental to commercial and residential living accommodations. Use of all recreational amenities and/or commonly-owned facilities by the owner, the owner's guests, lessees, or invitees, shall be limited to that period of time concurrent with the owner's exclusive right of use, possession, and occupancy of the residential unit. It shall be unlawful for any person to represent by contract for purchase, promotional material, advertising, or any other public statement that amenities and/or commonly-owned facilities, may be used contrary to the requirements of the New Smyrna Beach Land Development Regulations. This subsection does not prohibit the establishment of permitted accessory uses at commonly owned facilities if such uses are in compliance with all the other requisites required by the New Smyrna Beach land development regulations.

Exhibit E Past Photos





Woman's Club First Annual Flower Show c. 1927



Woman's Club 1980's

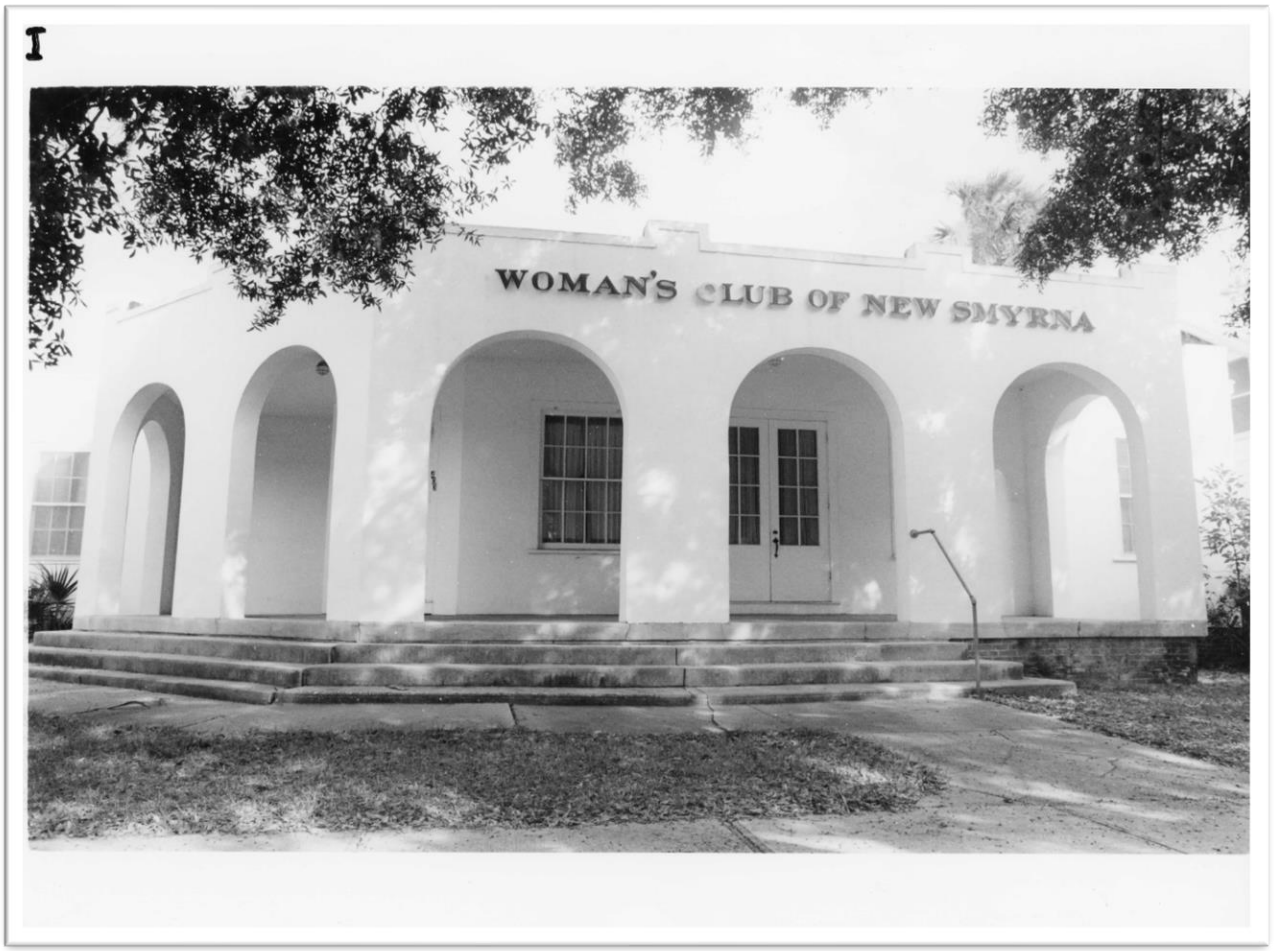


Corner of Lytle Avenue and Magnolia Street prior to overpass installed 1980's.



Auditorium Photos 1980's

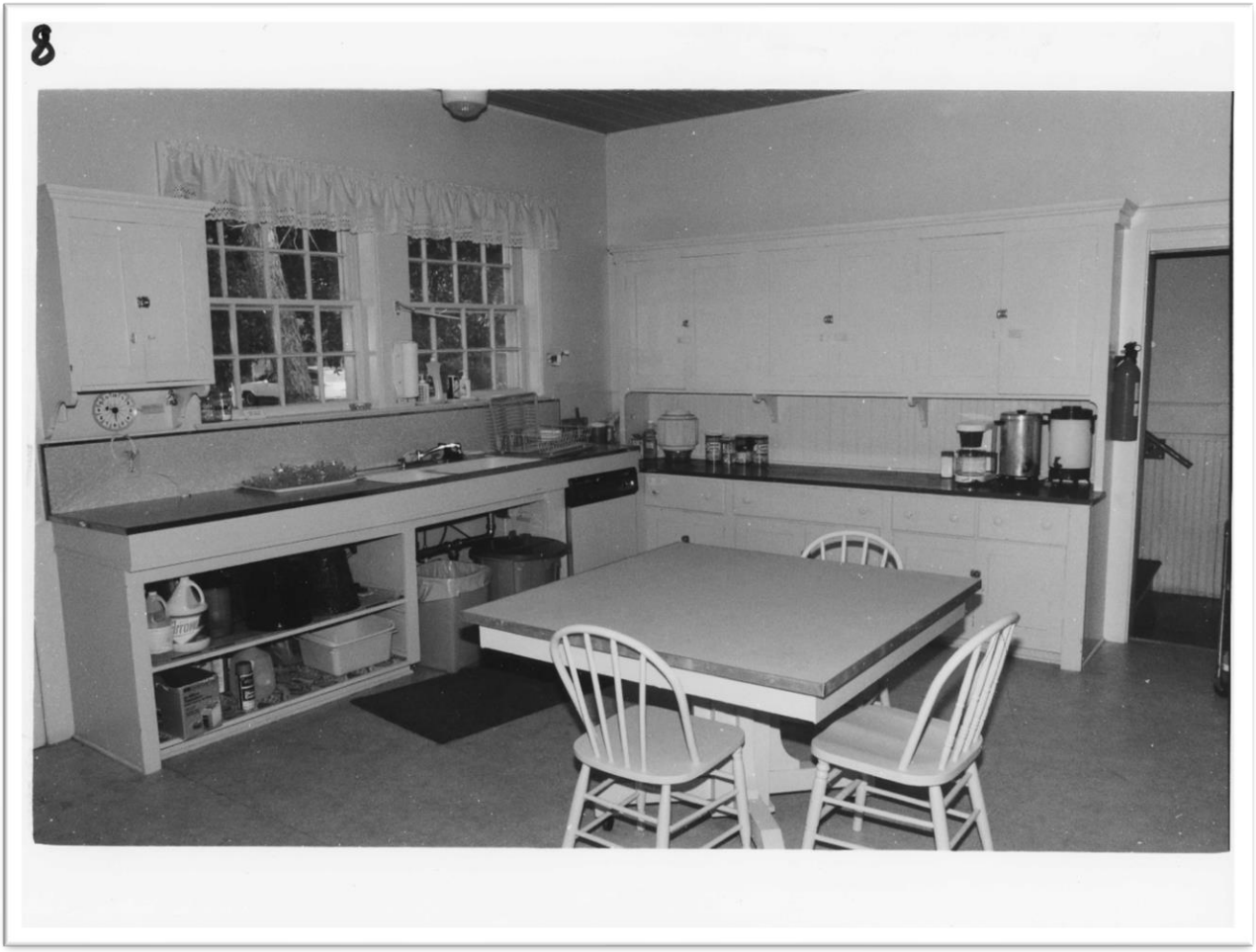




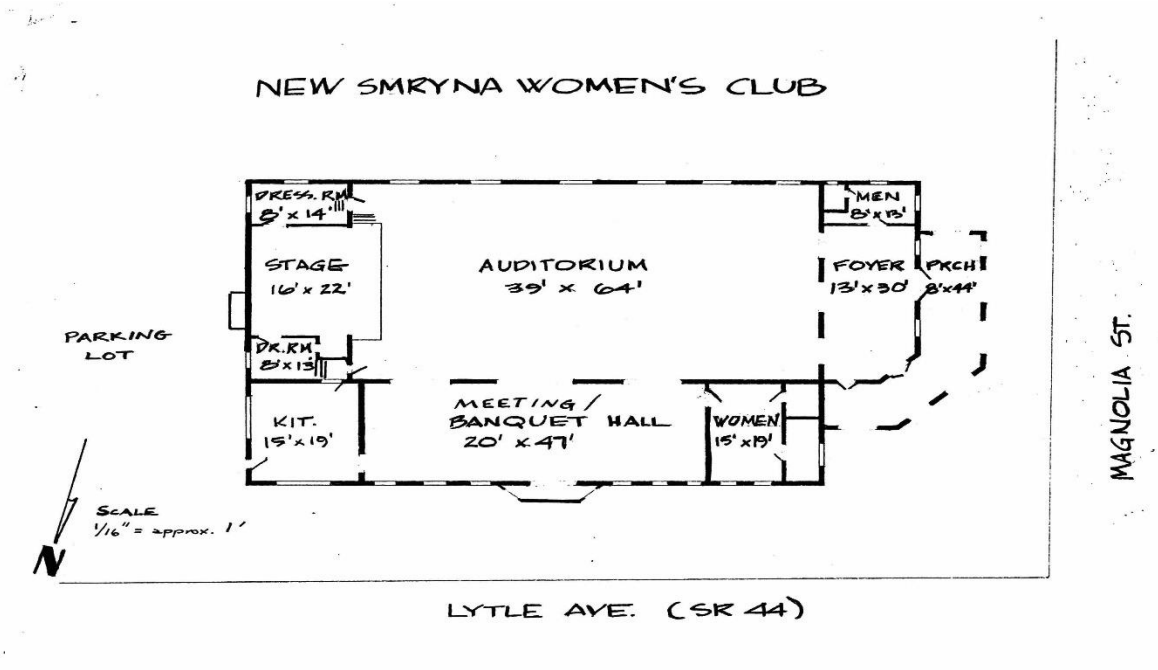
Woman’s Club Exterior 1980’s



Woman’s Club Banquet Hall Photo 1980’s



Woman's Club Kitchen Photo 1980's





Woman's Club c. 2010





Woman's Club 2010



EXHIBIT F



2024 Woman's Club Photo



2024 Woman's Club Photo



2024 Woman’s Club Photo

415

SANBORN MAP RESEARCH FORM

Address: 403 Magnolia

Legal Description: Subdivision _____ Block _____ Lot ____

Earliest series on which bldg. appears.: 1924

Address changes: _____

Street name changes: _____

Additional information (name of building, date of construction etc.: _____

FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO.

SITE NAME: 403 Magnolia St. (Womans Club) SURVEY DATE: 08/31/86
ADDRESS: 403 Magnolia Street
INSTRUCTIONS TO LOCATE:

LOCATION: Andrews 4 61,62
Subdivision Name Block No. Lot No.
COUNTY: Volusia
DISTRICT NAME IF APPLICABLE:
OWNER OF SITE: NAME: Womans Club
ADDRESS: 403 Magnolia Street
ADDRESS: New Smyrna Beach, FL 32069
TYPE OF OWNERSHIP: Private RECORDING DATE: / /
RECORDER: NAME & TITLE: Historic Property Associates
ADDRESS: P.O. Box 1002
St. Augustine, FL

CONDITION OF SITE: Check One	INTEGRITY OF SITE: Check one or more	
		ORIGINAL USE
EXCELLENT	ALTERED	PRESENT USE
GOOD	UNALTERED	DATES c.+1924
FAIR	ORIGINAL SITE	CULTURE/PHASE American
DETERIORATED	RESTORED: / /	PERIOD: 20th Century
	MOVED: / /	

NR CLASSIFICATION CATEGORY: DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING	TRANSPORTATION
DEVELOPMENT	FILL
DETERIORATION	DREDGE
BORROWING	
OTHER (See Remarks Below)	

AREAS OF SIGNIFICANCE: Architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER 415

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD:

PLAN TYPE:

EXTERIOR FABRIC(S):

STRUCTURAL SYSTEM(S):

PORCHES:

ORIENTATION:

FOUNDATION:

ROOF TYPE:

SECONDARY ROOF STRUCTURE(S):

CHIMNEY LOCATION:

WINDOW TYPE:

CHIMNEY:

ROOF SURFACING:

ORNAMENT EXTERIOR:

NO. OF CHIMNEYS

NO. OF STORIES

NO. OF DORMERS:

OUTBUILDINGS:

SURROUNDINGS:
SITE SIZE (approx. acreage)

TOWNSHIP	RANGE	SECTION
17S	34E	41

UTM ZONE	UTM EASTING	UTM NORTHING

PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

Statement of Significance:

This one-story frame residence is located at 403 Magnolia Street. Notable architectural features include Spanish Mission styling evidenced by the arcaded porch with a flat roof and encastleated parapet, stucco finish, and casement windows. Alterations include all Spanish style additions built to the original hip roof house.

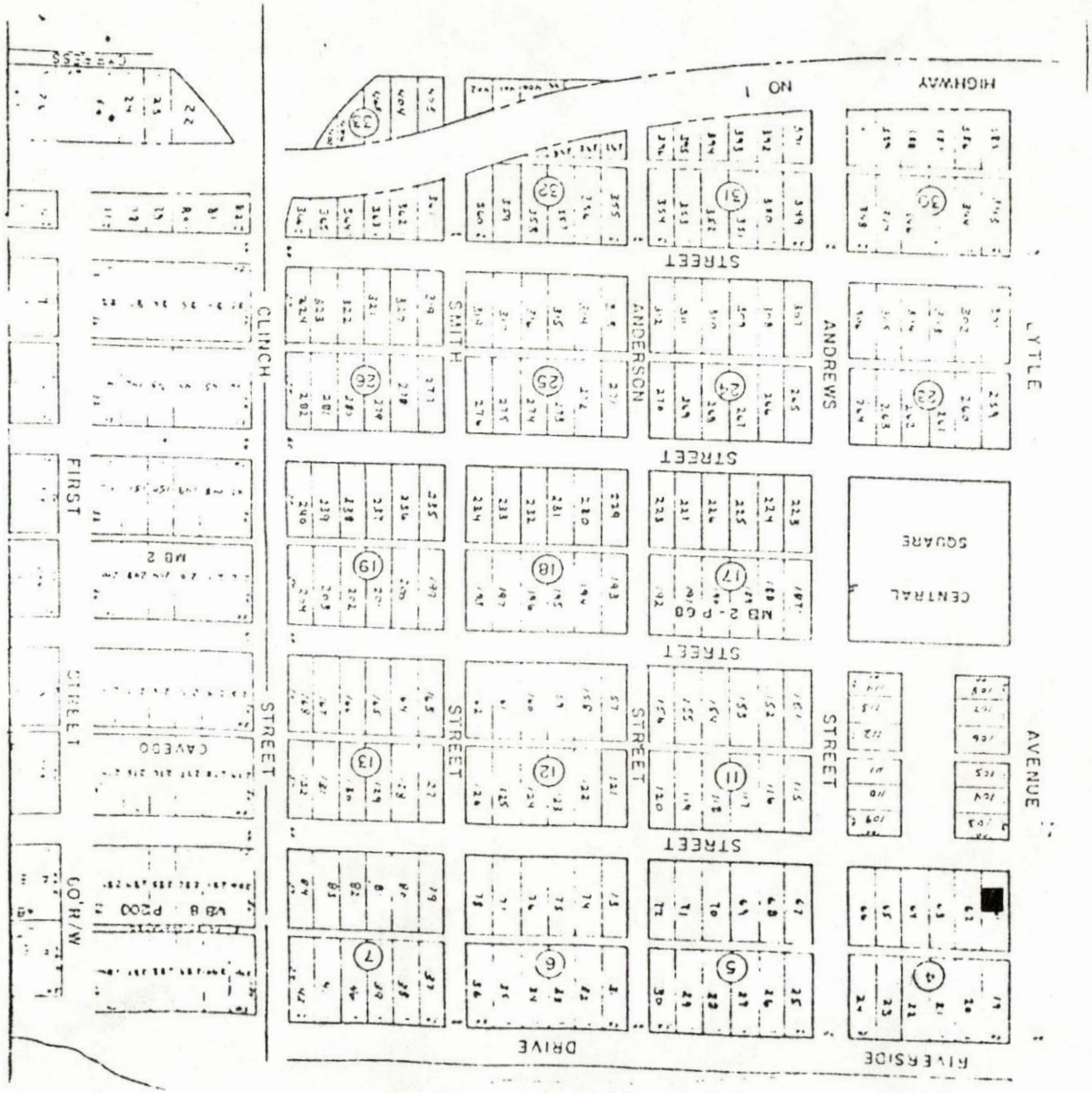
This building is located in the Andrews subdivision platted for Richard S. Andrews in 1895.(1) Sanborn Maps indicate that this building was constructed in c. 1924.(2)

The property is located within the corporate limits of New Smyrna Beach, the site of America's largest colonial enterprise, begun in 1768. Although the Turnbull colony was abandoned in 1777, some measure of settlement persisted, resulting from the presence of a coastal inlet in the vicinity. Resettlement began in earnest after the Civil War. The town was incorporated in 1887 and developed on the basis of a tourism, citrus, and commercial fishing economy. Rapid growth in the early twentieth century was spurred by the Florida East Coast Railroad. The City of New Smyrna Beach was expanded in 1947 to include the peninsula community of Coronado Beach.

Footnotes

1. Map Book 17, p. 79, Attorneys' Title Services Inc., New Smyrna Beach, Florida.
2. Sanborn Fire Insurance Maps 1906, 1912, 1916, 1924, 1930.

403 Magnolia Street



2096


MAGNOLIA

NPS Form 10-900
(Rev. 8-86)

EXHIBIT H 410

OMB No. 1024-0018

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

APR 11 1989
NATIONAL REGISTER

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in *Guidelines for Completing National Register Forms* (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name Woman's Club of New Smyrna
other names/site number 8Vo437

2. Location

street & number 403 Magnolia Street N/A ☐ not for publication
city, town New Smyrna Beach N/A ☐ vicinity
state Florida code FL county Volusia code 127 zip code 32069

3. Classification

Ownership of Property	Category of Property	Number of Resources within Property	
		Contributing	Noncontributing
☒ private	☒ building(s)	1	____ buildings
☐ public-local	☐ district	____	____ sites
☐ public-State	☐ site	____	____ structures
☐ public-Federal	☐ structure	____	____ objects
	☐ object	1	0 Total

Name of related multiple property listing: N/A

Number of contributing resources previously listed in the National Register 0

4. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☒ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet.

Signature of certifying official — Date 3/30/89

Florida State Historic Preservation Officer
State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet.

Signature of commenting or other official — Date

State or Federal agency and bureau

5. National Park Service Certification

I, hereby, certify that this property is:

☒ entered in the National Register. ☐ See continuation sheet.
☐ determined eligible for the National Register. ☐ See continuation sheet.
☐ determined not eligible for the National Register.
☐ removed from the National Register.
☐ other, (explain:) _____

Entered in the National Register — 5/11/89

Signature of the Keeper — Date of Action

6. Function or Use

Historic Functions (enter categories from instructions)

Social: Clubhouse

Current Functions (enter categories from instructions)

Social: Clubhouse

7. Description

Architectural Classification (enter categories from instructions)

Mediterranean Revival

Materials (enter categories from instructions)

foundation Brick
walls Stucco
roof Asphalt
other

Describe present and historic physical appearance.

(PLEASE SEE CONTINUATION SHEETS)

☒ See continuation sheet

Summary:

The Woman's Club of New Smyrna is a 1924/1934 one-story, stuccoed, concrete block building with Mediterranean Revival style influences. It is basically rectangular in plan. Although built in 1924, the interior was not completed until 1934. The main block of the building has a low hipped roof. A flat roofed area extends out from the main block on the west and north sides. There is one exterior chimney on the north side. The Mediterranean Revival influence is seen in the stylistic details of a small arched loggia on its main facade, and a parapet surrounding the flat roof.

The interior is divided into four main spaces: a foyer, an auditorium, a meeting room, and a kitchen. There are also men's and women's rest rooms, and a half basement under the entire clubhouse. The building has had few alterations since its interior was completed in 1934, and has its original 8/8 and 4/4 wood sash windows.

Setting:

The clubhouse is located in the center of New Smyrna Beach in Volusia County on the east coast of Florida. It is at the corner of Magnolia Street and Lytle Avenue, in a residential area at the center of the community. It is surrounded on three sides by large oak trees; the fourth side has a parking lot. Its setting has not changed significantly since the club was built (Photo 9).

Present Physical Appearance:

EXTERIOR

The Woman's Club of New Smyrna is a very simple, one-story, concrete block, stuccoed building, deriving its Mediterranean Revival style from a clipped, arched loggia on its facade, and a simple parapet with widely spaced merlons at the roof on the main facade and north elevation, the sides most visible from the street. The low hipped main roof is covered with diamond patterned asphalt shingles. The flat roof is covered with asphalt.

The main entrance on the west side has double doors with eight fixed lights in each door, and is sheltered by a loggia with seven arches; it is clipped on the north end (Photo 1).

The building is virtually devoid of any other architectural detailing, and windows and entrances are the main architectural features on the other elevations. Almost all of the windows are 8/8 wood sash (Photo 2). There are, however, 4/4 fixed light windows at the east end of the north elevation (kitchen) (Photo 3), and at the ground level of the east elevation (basement). An entrance at the north end of the east elevation, sheltered with a shed roof, accesses the kitchen. There is also a sunken entrance to a coquina rock half cellar in the center of this elevation (Photo 4).

There are also 4/4 fixed light windows on either side of the projecting chimney in the center of the north elevation. They are placed at an angle, forming a three sided cant bay with the chimney in the center (Photo 3).

INTERIOR

The interior has four major spaces: 1) a foyer at the west end, 2) an auditorium with a stage and two dressing rooms on either side of a stage at the east end, 3) a meeting hall that parallels the north elevation, and 4) a kitchen immediately east of the meeting hall in the northeast corner of the building. There are also men's and women's rest rooms. In keeping with the simple exterior, the interior of the building is almost austere, with little ornamentation. Its most distinctive interior features include the ceiling in the auditorium, a decorative proscenium, and a large coquina fireplace in the meeting hall.

Three segmental arches lead from the foyer to the auditorium which is dominated by the stage at the east end of the hall. Doors at either end of the east wall lead to dressing rooms on either side of the stage. Evenly spaced 8/8 wood sash windows are on the south wall. The most distinctive decorative features are exposed pecky cypress beams with carved wave motif brackets at their north and

south ends, two octagonal vents in the ceiling, and the proscenium with scalloped corners (Photos 5 & 6).

Three more segmental arches lead into the adjoining meeting hall on the north side of the building. The dominant feature of the room is a large coquina fireplace in the center of the north wall. It is set into a bay with 4/4 sash windows at an angle on either side (Photo 7). A door in the southwest corner of the room leads to the women's rest room area, and another door in the southeast corner leads to the kitchen in the northeast corner of the building (Photo 8).

Alterations:

When the clubhouse was opened for use in 1924, its interior was left unfinished. A fire in 1934 damaged the interior to such an extent that Harry M. Griffin was hired to design the interior finishes which remain unaltered. Only a few alterations, none of them structural, have been performed since that time: a heating system was installed in 1961, a plywood ceiling was installed in the kitchen in 1975, and ceiling fans were added to the auditorium in 1979. The roof was replaced in 1982. Aside from other maintenance, the 1924 exterior remains virtually untouched.

8. Statement of Significance

Certifying official has considered the significance of this property in relation to other properties:

☐ nationally ☐ statewide ☒ locally

Applicable National Register Criteria ☒ A ☐ B ☒ C ☐ D

Criteria Considerations (Exceptions) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Areas of Significance (enter categories from instructions)	Period of Significance	Significant Dates
Social History	1924-1939	1924
Architecture		1934

Cultural Affiliation

N/A

Significant Person

N/A

Architect/Builder

Read, Philip H.

Griffin, Harry M.

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

(PLEASE SEE CONTINUATION SHEETS)

☒ See continuation sheet

9. Major Bibliographical References

[x] See continuation sheet

Previous documentation on file (NPS):

- [ ] preliminary determination of individual listing (36 CFR 67) has been requested
- [ ] previously listed in the National Register
- [x] previously determined eligible by the National Register
- [ ] designated a National Historic Landmark
- [ ] recorded by Historic American Buildings Survey # _____
- [ ] recorded by Historic American Engineering Record # _____

Primary location of additional data:

- [x] State historic preservation office
- [ ] Other State agency
- [ ] Federal agency
- [ ] Local government
- [ ] University
- [ ] Other

Specify repository: _____

10. Geographical Data

Acreage of property Less than 1 acre

UTM References

	Zone	Easting	Northing
A	17	507670	321060
B			
C			
D			

[ ] See continuation sheet

Verbal Boundary Description

Lot 61, Block 4 of Andrews Addition to the City of New Smyrna and according to map or plat of record in Volusia County Public Records at Deland, Florida in Section 41, Township 17 South, Range 34 East (said plat also known as Andrew's Property, New Smyrna, as recorded in Map 2, Page 68 said County & State) also N ½ Lot 62.

[ ] See continuation sheet

Boundary Justification

The boundary includes the lots that have historically been associated with the property.

[ ] See continuation sheet

11. Form Prepared By

name/title Barbara E. Mattick, Historic Sites Specialist
organization Bureau of Historic Preservation date March 1989
street & number R.A. Gray Bldg., 500 S. Bronough Street telephone (904) 487-2333
city or town Tallahassee state Florida zip code 32399-0250

Summary:

The Woman's Club of New Smyrna is significant under Criterion A for its continued service to the local community as a social center since its construction in 1924. It is significant under Criterion C as a vernacular building which displays an unusual application of Mediterranean Revival architectural elements and employs rare building materials and features. It is also architecturally significant because of its association with Harry M. Griffin, one of the most important architects in Florida from 1925 to the late 1950s. The building was determined eligible for listing in the National Register of Historic Places under Criteria A and C on October 18, 1984.

Contexts for Criterion A:

NEW SMYRNA BEACH

The area of New Smyrna Beach was the site of one of the earliest European settlements in Florida. It was occupied by Spanish missionaries to the Timucuan Indians in the First Spanish Period (1565-1763), and was the site of the Andrew Turnbull colony from 1767 to 1776, during the British Period (1763-1783). Turnbull, a Scottish doctor, attempted to establish a colony, New Smyrna, using Minorcan, Greek, and Italian indentured workers. The colonists raised indigo, sugar, and fruit. Conflicts between Turnbull, the governor of East Florida, and the colonists led to the disintegration of the settlement.

There was little activity in the area again until 1803 when Spanish land grants spurred settlement again. Timber cutters came to the Mosquito Inlet to cut live oak for ship building. The Second Seminole War (1835-1842) prevented any great development, however, and the settlement remained a small hamlet from 1821 to 1865. During the Civil War, it was the site of Confederate salt works and home for some Confederate blockade runners.

Settlement increased after the war, and by 1869, New Smyrna was a travel base for the area, with ships docking three times a week. A school was built in 1872, and a union church was established in 1875. In the 1880s railroads further opened up the Florida peninsula to tourists. In

1886 the small village had a population of 150. Its industries were orange cultivation, honey production, and fishing. It was also known as a winter and summer resort. In 1887, the Blue Springs, Orange City and Atlantic Railroad was completed, linking the east coast with the St. Johns River and making New Smyrna even more accessible. The railroad reached New Smyrna itself in 1892, drawing more people to the village. Growth was further engendered with the building of the Conner Bridge which connected New Smyrna to the beach in 1893. A lighthouse was built on the Mosquito Inlet (now called Ponce de Leon Inlet), and New Smyrna was incorporated. The population supported two churches, two stores, two hotels, a meat market, and a school.

By 1911, the population was 750. There were six churches, five hotels, a bank, and a newspaper. The community began to grow; seven years later, there were 2,500 citizens, and by 1926 there were 8,000. The Florida East Coast Railroad bought the old rail line in the 1930s, established repair shops in New Smyrna, and was the major employer by the 1940s. The community's name was changed from New Smyrna to New Smyrna Beach in 1937. The area still depends on tourism, agriculture, and commercial fishing.

WOMAN'S CLUBS

Woman's clubs were formed in the United States in response to women's desires for intellectual stimulation and out of an awareness of and willingness to meet community needs. Until 1889, such groups were strictly local organizations. The Sorosis Club celebrated its twenty-first anniversary in 1889 by convening a meeting of women's groups from across the country. The result was the creation of the General Federation of Women's Clubs.

Florida's first such club for women was organized in Green Cove Springs in 1887. The goal of its members, mostly winter residents, was village improvement through the introduction of order and cleanliness, and the provision of a "social centre for intelligent intercourse of women with one another." The group was incorporated in April 1889 as "The Ladies' Improvement Association of Green Cove Springs, Florida." After solving the village's immediate health problems, the club took up other objectives, such as

literary pursuits, the creation of parks, and the digging of wells.

Meanwhile, other clubs had been established in Florida, and on February 21, 1895, the Florida Federation of Women's Clubs was created in Green Cove Springs. There were six charter members: the clubs in Palmetto, Green Cove Springs, Orange City, Crescent City, Fairfield, and Tarpon Springs. Clubs pursued various activities depending upon their community's needs, but many chose the establishment of libraries as a major project. In 1898, five woman's clubs in Florida had established libraries. Over the years the clubs have contributed greatly to the welfare of their communities in other ways as well, providing cultural activities, support of the war effort during the World Wars, and ministering to the needs of the poor and disadvantaged and children. The Florida Federation was admitted to the General Federation of Women's Clubs January 25, 1898, and was incorporated April 12, 1915. The Florida Federation remains an active organization with a membership of over 30,000 women, and publishes the quarterly magazine, Florida Clubwoman.

Historic Significance:

The Woman's Club of New Smyrna was organized in May 1911 at the home of Mrs. H.T. Hofreiter and met in various places for the next several years. In 1916, the group started a building fund. Through various projects, including teas and violin and piano concerts, $1,200 was raised, enabling the club to purchase a lot at the corner of Magnolia Avenue and Lytle Avenue in 1920. In 1923, a committee was formed to raise $10,000 for a building. Eight local businessmen each donated $100, and the Fidelity Bank made a "liberal loan offer" for the balance.

Plans for the building were completed by Philip H. Read, a local carpenter and builder. He also worked on several other commercial buildings and private residences, including an addition to the home of Mrs. Mary Vaughn at 209 Lytle Avenue (8Vo435). William H. Berger, husband of the secretary of the club, and Colonel Joseph Bird, both "having much experience in this line," offered their services gratis to supervise the construction of the building.

The club's first event in their building was a bazaar/flower show on February 22, 1924. The interior was unfinished, and remained so for the next ten years. A newspaper account of the bazaar described the new building as being attractive with a green and white color scheme throughout. The unfinished interior walls were decorated with bamboo, palms and moss. Furniture was borrowed from a local furniture company. More funds to pay for the building were raised through May Day festivals, and a suite of furniture was donated by a local citizen.

The New Smyrna woman's club members held the same social concerns as members of other woman's clubs throughout the state. Some of their earliest meetings were concerned with child welfare, and in 1923 they took steps to provide lunches to school children. Also in the 1920s, the club participated in a city beautification program in conjunction with the Exchange Club and the Chamber of Commerce. The purpose of this program was to make New Smyrna more attractive, especially to incoming northern visitors.

The building has been used as the meeting place for the woman's club since its construction, but has also served as the community's primary facility for social and cultural events. Musicals were conducted for the community there in 1924. In 1933, the club sponsored flower shows, art exhibits, and lectures. The members also donated the use of their clubhouse for high school honor society and senior banquets. The Girls Reserve also used the building for meetings in the 1930s.

On January 23, 1934, a fire broke out in the kitchen, the result of a kerosene stove accidentally left burning by the Girl Reserves. The interior of the building had never been completed, and it was thought that the fire ignited the exposed lath of the kitchen wall. The building was saved, but the roof, interior, and furnishings were damaged. Harry M. Griffin, the noted Daytona Beach architect, was hired to perform renovations, and his work enable the clubhouse to continue to serve as a social center for New Smyrna.

Contexts for Criterion C:

MEDITERRANEAN REVIVAL ARCHITECTURE

The Mediterranean Revival Style generally refers to a style derived from a combination of architectural elements borrowed from countries and cultures surrounding the Mediterranean Sea, particularly Spain and Italy. This practice became popular in the late 1910s as part of the increased national interest in historical styles and architecture. Interest in such styles was especially fostered by the Panama-California Exposition in San Diego in 1915. The style, so suitable for Florida's Mediterranean-like climate and Spanish history, became extremely popular in Florida and is closely associated with the Florida Land Boom of the 1920s.

General design characteristics include features taken from the Mission, Spanish Colonial Revival and Italian Renaissance styles: Moorish columns; low pitched, clay tile, gable and hip or flat parapeted roofs; stucco exteriors with terra cotta decorative features; and multi-level plans. Loggias and arcades are common features with cartouches, tile, and terra cotta insets. Highly decorated door and window surrounds are common.

HARRY M. GRIFFIN:

Harry Milton Griffin (1890-1979) was one of the foremost architects in Florida from the 1920s to the late 1950s. He was born in Connersville, Indiana, where he completed his early schooling. After high school, he studied at the Herron Art Institute in Indianapolis, and spent two-and-a-half years at the University of Illinois. He began his architectural practice in Connersville in 1912. By 1917, his firm was well established through the success of his designs for residential, commercial, and manufacturing buildings, and schools. After serving in World War I from 1917-1918, he resumed his practice in Connersville until 1925, specializing in school buildings.

In 1925 Griffin vacationed in Daytona Beach, Florida, and decided to stay. There he developed a large general practice. His commissions in Daytona Beach included: post

offices and junior and senior high schools, the Tides Apartment, Johnston's Restaurant, a YMCA building, college buildings, the News-Journal Building, the Peninsula Woman's Club, and the S. Cornelia Young Library. He also designed the New Smyrna Yacht Club, and buildings for the Florida State Hospital in Chattahoochee, and for the federal government.

Griffin was active in professional organizations. He served as president of the Indiana Society of Architects in 1924; was a member of the State Board of Architects of Florida from 1934 to 1939, and president in 1940; was president of the Daytona Beach chapter of the American Institute of Architects in 1947, and afterward vice president. He also served on the Daytona Beach Park Board. Griffin retired in the late 1950s and died in 1979.

Architectural Significance:

The Woman's Club of New Smyrna is architecturally significant because of some unusual architectural features, and as a work associated with Harry M. Griffin. The building was initially designed in 1924 by a local contractor, Philip H. Read. Although extremely simple, the building displays some distinctive architectural features. In the meeting room there is a large fireplace made of coquina rock, commonly used in the 1920s, but now a rare and protected natural substance. A basement, also of coquina rock, extends under the entire building. Basements, especially those that extend under an entire building, are rare in Florida due to the high water table near the coasts and limestone formations. In addition, the building's design is unusual in that a flat roof extends out on the north and west sides from the hipped roof of the main block, creating the illusion that there is a courtyard behind the exterior north wall.

Griffin's interior designs for the building, executed in 1934 after a fire, were actually the first interior finishes applied to the clubhouse which had been built in 1924. Blueprints for his work show that the building's interior finishes were completed with virtually no change to the main structure itself. Philip H. Read's signature on the blueprints indicates that he was on the renovation

committee, so the interior finishes designed by Griffin are probably faithful to the original architect's intent.

Griffin's work included the installation of new cabinets, counters, doors and woodwork in the kitchen where the fire began. The auditorium was refinished with a new plaster wall and windows on the south side, a new insulation board ceiling, and two octagonal ceiling vents. He replaced the square entrances to the auditorium with open plastered arches, and redesigned the proscenium. Probably the most distinctive feature he added to the auditorium was pecky cypress beams with crested brackets. He also remodeled the women's rest room area.

BOOKS

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PERIODICALS

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New Smyrna Daily News, [1923-1934].

News & Observer (New Smyrna Beach), "Fate of Woman's Club building still uncertain," April 15, 1984.

UNPUBLISHED

Griffin, Harry M. Blueprints for "Alterations and Additions for the New Smyrna Women's Club, New Smyrna, Florida," [1934].

1 1) Woman's Club of New Smyrna, 403 Magnolia Street
2) New Smyrna Beach, Volusia County, Florida
3) Gary Luther, Historic New Smyrna Beach Preservation Commission
4) February 1988
5) Woman's Club of New Smyrna
6) Main entrance, west elevation, camera facing east
7) Photo 1 of 9

Items 1-5 are the same for photographs 2-8.

2 6) South elevation, camera facing northwest
7) Photo 2 of 9

3 6) North elevation, camera facing southwest
7) Photo 3 of 9

4 6) East elevation, camera facing west
7) Photo 4 of 9

5 6) Auditorium, showing stage, camera facing east
7) Photo 5 of 9

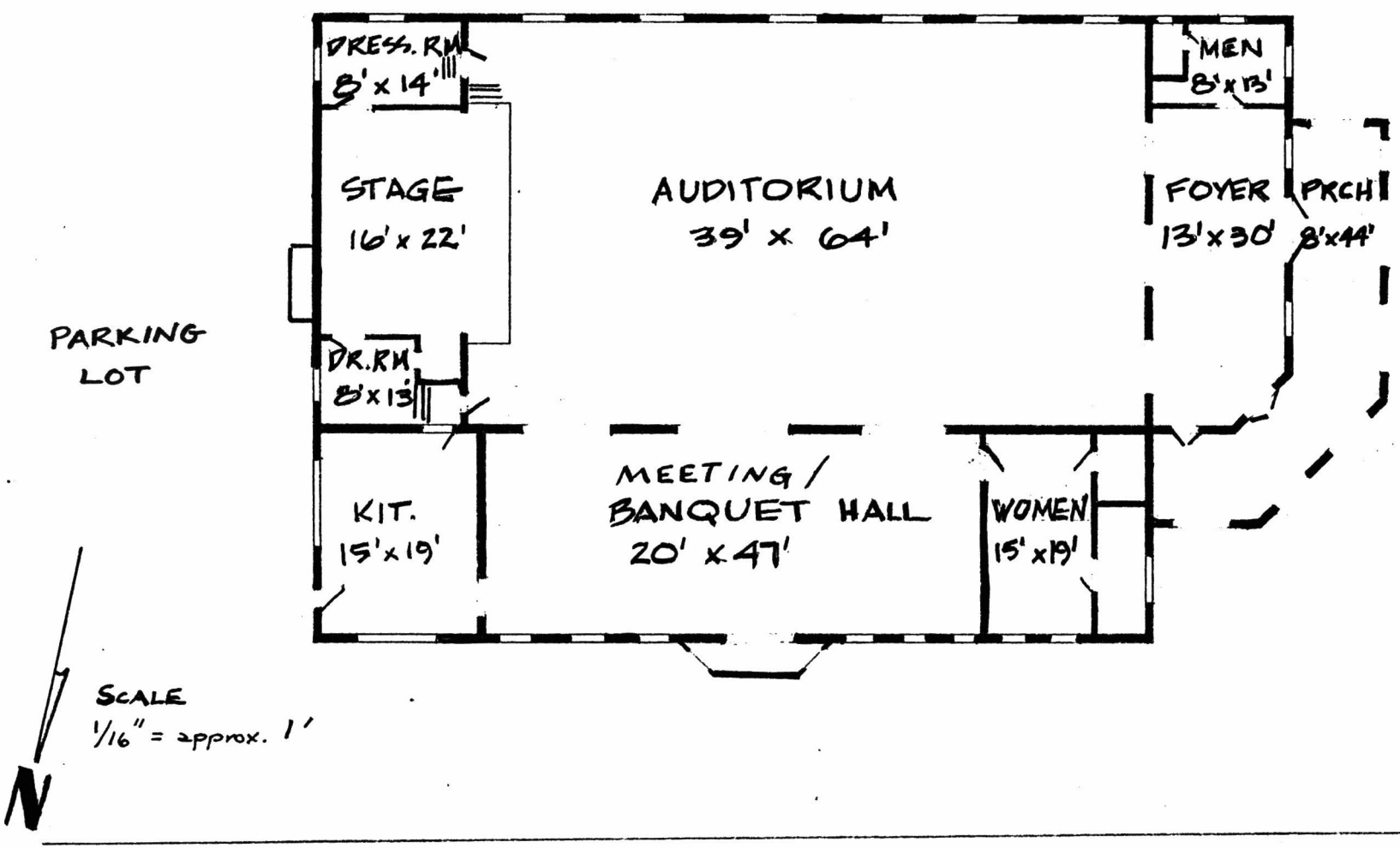
6 6) Auditorium, camera facing west
7) Photo 6 of 9

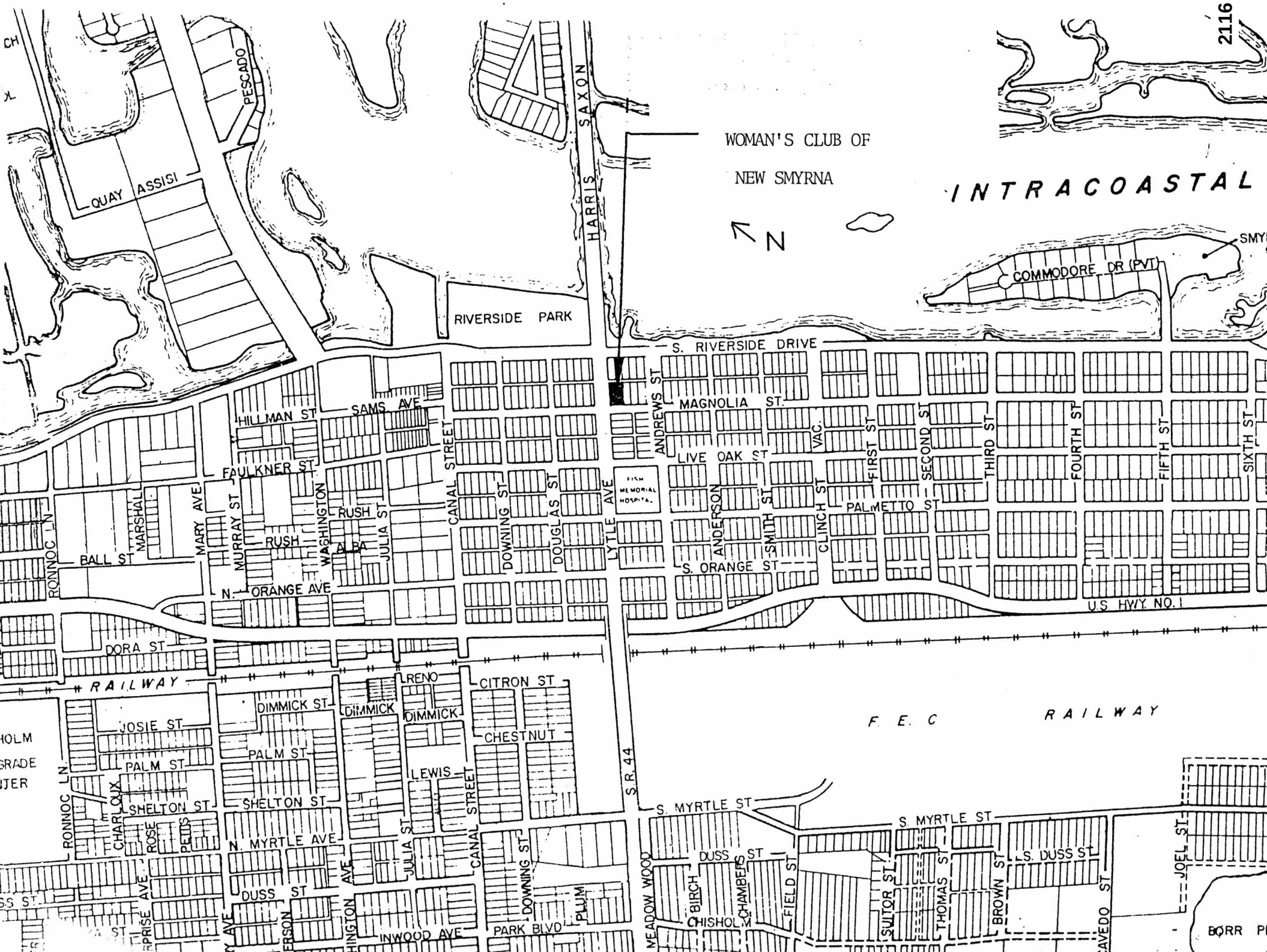
7 6) Meeting hall, camera facing west
7) Photo 7 of 9

8 6) Kitchen, camera facing southeast
7) Photo 8 of 9

9 1) Woman's Club of New Smyrna, 403 Magnolia Street
2) New Smyrna Beach, Volusia County, Florida
3) Mary Anne Peters
4) 1983
5) Florida Department of Transportation
6) North and west elevations, camera facing southeast
7) Photo 9 of 9

NEW SMRYNA WOMEN'S CLUB





WOMAN'S CLUB OF
NEW SMYRNA
INTRACOASTAL
N
PESCADO
QUAY ASSISI
HARRIS SAXON
RIVERSIDE PARK
COMMODORE DR (PVT)
S. RIVERSIDE DRIVE
HILLMAN ST
SAMS AVE
MAGNOLIA ST.
ANDREWS ST
LIVE OAK ST
FAULKNER ST
CANAL STREET
DOWNING ST
DOUGLAS ST
LYTLE AVE
FISH MEMORIAL HOSPITAL
ANDERSON
SMITH ST
CLINCH ST
VAC.
FIRST ST
SECOND ST
THIRD ST
FOURTH ST
FIFTH ST
SIXTH ST
PALMETTO ST
MARSHAL
MARY AVE
MURRAY ST
WASHINGTON
RUSH
ALBA
JULIA ST
RONNOC LN
BALL ST
N. ORANGE AVE
S. ORANGE ST
U.S. HWY. NO. 1
DORA ST
RAILWAY
RENO
CITRON ST
DIMMICK ST
DIMMICK
JOSIE ST
CHESTNUT
F. E. C
RAILWAY
PALM ST
LEWIS
S.R. 44
SHELTON ST
CHARLOUX
ROSE
PETTIS
N. MYRTLE AVE
S. MYRTLE ST
DUSS ST
S. DUSS ST
JOEL ST
MEADOW WOOD
BIRCH
CHAMBERS
FIELD ST
SUTOR ST
THOMAS ST
BROWN ST
CHISHOLM
PLUM
INWOOD AVE
PARK BLVD
BORR

2116

NEW SMYRNA CLUB HOUSE

February 1925

2117

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY NAME: Woman's Club of New Smyrna

MULTIPLE NAME:

STATE & COUNTY: FLORIDA, Volusia

DATE RECEIVED: 4/11/89 DATE OF PENDING LIST: 4/25/89
DATE OF 16TH DAY: 5/11/89 DATE OF 45TH DAY: 5/26/89
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 89000410

NOMINATOR: STATE

REASONS FOR REVIEW:

APPEAL:	N	DATA PROBLEM:	N	LANDSCAPE:	N	LESS THAN 50 YEARS:	N
OTHER:	N	PDIL:	N	PERIOD:	N	PROGRAM UNAPPROVED:	N
REQUEST:	N	SAMPLE:	N	SLR DRAFT:	N	NATIONAL:	N

COMMENT WAIVER: N

✓ ACCEPT ___RETURN ___REJECT 5/11/89 DATE

ABSTRACT/SUMMARY COMMENTS:

RECOM./CRITERIA_____
REVIEWER_____
DISCIPLINE_____
DATE_____

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

CLASSIFICATION

___count ___resource type

STATE/FEDERAL AGENCY CERTIFICATION

FUNCTION

___historic ___current

DESCRIPTION

___architectural classification
___materials
___descriptive text

SIGNIFICANCE

Period Areas of Significance--Check and justify below

Specific dates Builder/Architect
Statement of Significance (in one paragraph)

___summary paragraph
___completeness
___clarity
___applicable criteria
___justification of areas checked
___relating significance to the resource
___context
___relationship of integrity to significance
___justification of exception
___other

BIBLIOGRAPHY

GEOGRAPHICAL DATA

___acreage ___verbal boundary description
___UTMs ___boundary justification

ACCOMPANYING DOCUMENTATION/PRESENTATION

___sketch maps ___USGS maps ___photographs ___presentation

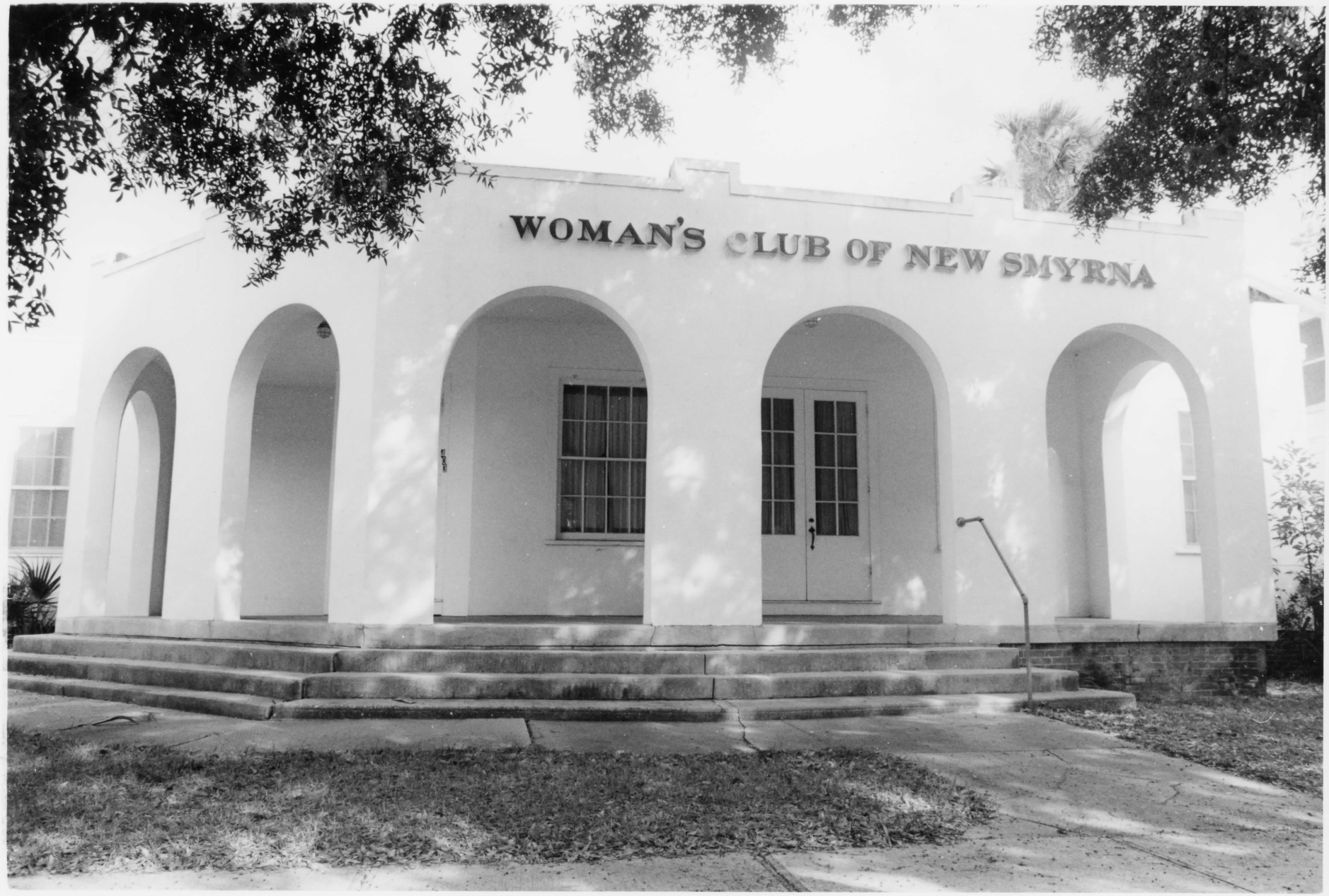
OTHER COMMENTS

Questions concerning this nomination may be directed to

_____ Phone _____

Signed _____ Date _____

I



2120

1 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

2121

2



2122

2 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

2123

3



2124

3 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

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4



2126

4 Woman's Club of New Smyrna
New Smyrna Beach, Volusia Co., FL

2127

5



2128

5

Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

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6



2130

6 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

2131

7



2132

7 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL

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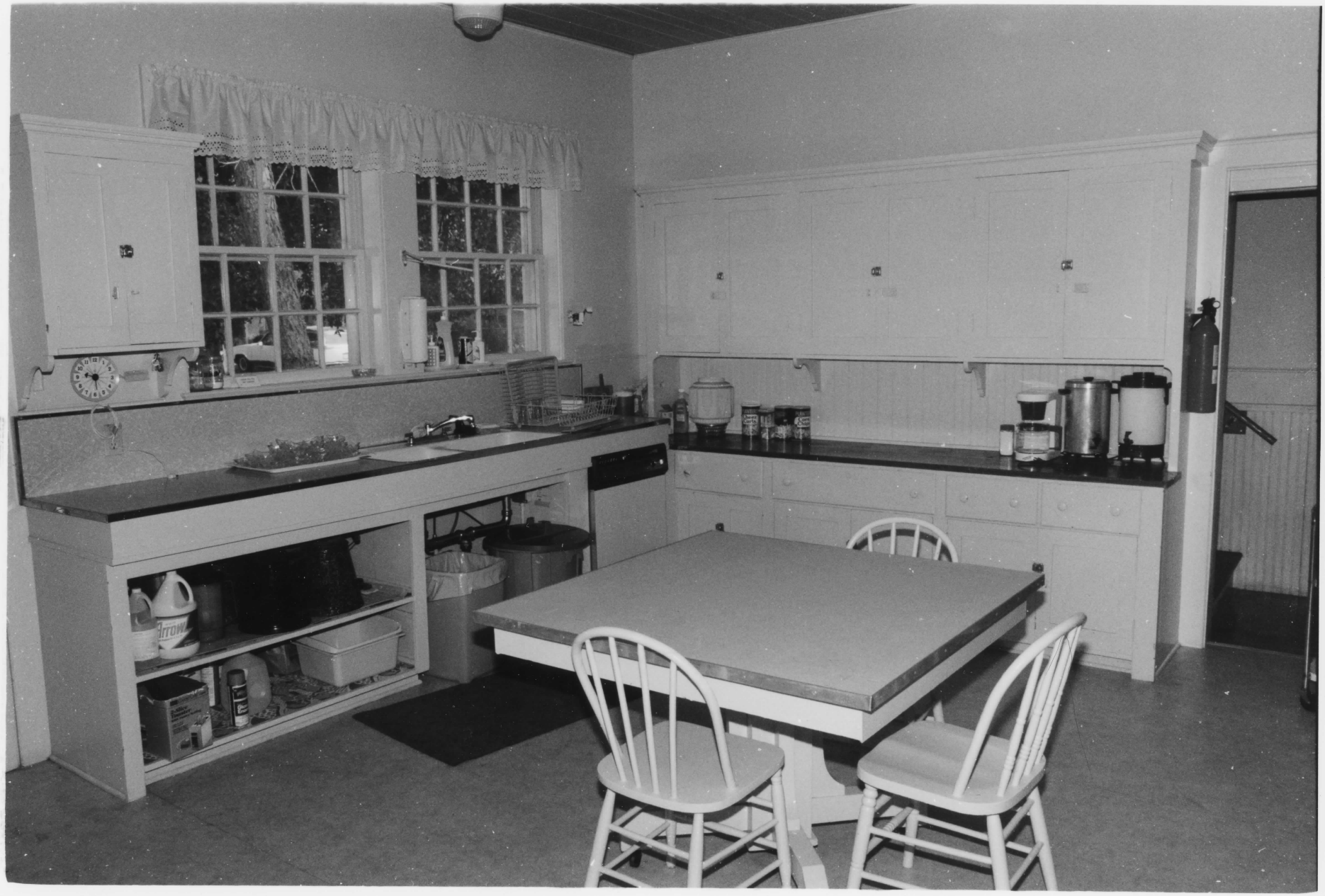
8



2134

8 Woman's Club of New Smyrna

New Smyrna Beach, Volusia Co., FL



2136

9 Woman's Club of New Smyrna
New Smyrna Beach, Volusia Co., FL

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

NEW SMYRNA BEACH QUADRANGLE
FLORIDA—VOLUSIA CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)
SW/4 PORT ORANGE 15' QUADRANGLE

4742 II NE (DAYTONA BEACH)
4842 III NW (PORT ORANGE)
4742 II SE (SAMSULA)
4841 IV NW (EDGEWATER)
4841 IV NE (LAKE ASHBY)
4841 I NE (ARIEL)

81°00′ 29°07′30″ 57′30″ 80°52′30″ 29°00′
501 000m E. 503 505 507 508 55′ 509 510 511
530 000 FEET
1 740 000 FEET
3221 000m N. 3220 3219 3218 3217 3216 3215 3214 3212 3211 3210 3209 000m N.
1 700 000 FEET
T. 16 S. T. 17 S.
R. 33 E. R. 34 E.
5′ 2′30″

DAYTONA BEACH 6 MI.
DE LAND 20 MI. 3.6 MI. TO FLA. 415
10 MI. TO FLA. 400
DE LAND 20 MI. SAMSULA 4 MI.
3.8 MI. TO FLA. 442
ARIEL 7.4 MI. TITUSVILLE 30 MI.
TURTLE MOUND 5.5 MI.

Allandale
Port Orange
Wilbur-By-The-Sea
Wilbur Bay
Fozzard Cr
Sutton 2
Harper Parks
Trailer Park
Piles
Rose Bay
Rose (C)
Daggett Island
Mill Creek
Tennile Creek
Dead End Ck
Oak Cr
Ponce Inlet
Live Oak Point
Lost Cr
RIVER
Blind Spruce Cr
Piddler Island
Spruce Creek
Project Depth 12 Feet
Strickland Bay
Odyssey 2 (C)
U S COAST GUARD RESERVATION
Lighthouse (C)
Ponce de Leon Inlet
Lookout Tower
Gimlet (C)
U S COAST GUARD RES
Bass Flats
Rockhouse Cr
Bradduck Creek
Ponce de Leon Cut
Turnbull Bay
Murray Creek
Spruce Creek
Ruins
Isleboro
NEW SMYRNA BEACH
NEW SMYRNA BEACH MUNICIPAL AIRPORT
Control Tower
Golf Course
Municipal Golf Course
Glencoe
Mission City
Chisolm High Sch
Trailer Park
Water Tank (C)
Water Tank (F)
City Hall
P.O.
Hospital
Yacht Basin
Oil
Borrow Pits
Radio Tower (WSBB)
Coronado Beach Bridge
Subm Cables
Water Tank (C)
Cem
Hunter Creek
Smyrna Creek
Cook Creek
Inlet Cr
Chicken Island Cut
Sheephead Cr
Callalasa Cr
Big Cove
Big Snapper Cut
Little Snapper Cut
Browns Bay
Edgewater
ATLANTIC OCEAN
INTRACOASTAL WATERWAY
HALIFAX
EAST COAST
FLORIDA
CANAL
REDLAND CANAL
TELEPHONE LINE
3 TRACKS
Sand
SMYRNA BEACH
NORTH NEW SMYRNA BEACH
INDIAN RIVER
BOUNDARY CITY
BOUNDARY AREA
CABLE
STATE RES.

WOMAN'S CLUB OF NEW SMYRNA
New Smyrna Beach, Volusia Co., FL

Zone	Easting	Northing
17	507670	3210260

Mapped by U. S. Coast and Geodetic Survey
Edited and published by the Geological Survey

Control by USC&GS (C), USCE (E), and Florida Geodetic Survey (F)

Culture and drainage compiled from aerial photographs taken 1952 and 1956
Topography by planetable surveys 1952. Field check 1956
Hydrography from USC&GS charts 843 (1957), 1244 (1958), 1245 (1958), and supplementary information

Polyconic projection
10,000-foot grid based on Florida coordinate system, east zone
1000-meter Universal Transverse Mercator grid ticks, zone 17, shown in blue. 1927 North American Datum
To place on the predicted North American Datum 1983 move the projection lines 26 meters south and 19 meters west as shown by dashed corner ticks

There may be private inholdings within the boundaries of the National or State reservations shown on this map

MN GN 2½° 44 MILS 0°02′ 1 MIL
UTM GRID AND 1980 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

Red tint indicates area in which only landmark buildings are shown

Dashed land lines indicate approximate locations

Revisions shown in purple compiled by the Geological Survey from aerial photographs taken 1977 and other source data
This information not field checked. Map edited 1980

SCALE 1:24 000
1 0 1 MILE
1000 0 1000 2000 3000 4000 5000 6000 7000 FEET
1 .5 0 1 KILOMETER

CONTOUR INTERVAL 5 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
DEPTH CURVES AND SOUNDINGS IN FEET—DATUM IS MEAN LOW WATER
THE RELATIONSHIP BETWEEN THE TWO DATUMS IS VARIABLE
SHORELINE SHOWN REPRESENTS THE APPROXIMATE LINE OF MEAN HIGH WATER
THE MEAN RANGE OF TIDE IS APPROXIMATELY 3 FEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

FLORIDA
QUADRANGLE LOCATION
Purple tint indicates extension of urban areas

Florida Engineering Services Corporation
515 North Adams Street
Tallahassee, Florida 32301
904-222-1441
MAP AGENT

ROAD CLASSIFICATION
Heavy-duty — Light-duty
Medium-duty — Unimproved dirt
Interstate Route — U. S. Route — State Route

NEW SMYRNA BEACH, FLA.
SW/4 PORT ORANGE 15′ QUADRANGLE
N2900—W8052.5/7.5

1956
PHOTOREVISED 1980
DMA 4842 III SW—SERIES V847

USC&GS T-9913

INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1981

Florida House of Representatives

T. K. Wetherell
Representative, 29th District

Reply to:
☐ 315 Orange Avenue
Daytona Beach, FL 32014
(904) 257-1980 Daytona Beach
736-2700 x 4315 West Volusia
423-3300 x 4315 South Volusia
Suncom 380-3760
☐ 218 The Capitol
Tallahassee, FL 32399-1300
(904) 488-9873

October 19, 1987

Committees

Appropriations
Education Subcommittee, Chairman
Rules & Calendar
Regulated Industries & Licensing
Transportation
Governmental Operations
Ethics & Elections

Joint Legislative Auditing
Volusia County Legislative Delegation, Chairman

Dr. W. Carl Shiver
Historic Sites Specialist
Division of Historical Resources
R. A. Gray Building
Tallahassee, Florida 32399-0250

Dear Dr. Shiver:

It is my understanding that an effort is being made to place the New Smyrna Beach Woman's Club on the Historical Registry. The purpose of this letter is to support that effort.

The building is a Mediterranean structure built in 1924 and has served as a community focal point for years. The building is in need of repairs and placement on the Registry might serve as a catalyst for the county to support matching grants or other donations.

Accordingly, I urge you to consider making every effort possible to help the community save the structure.

Sincerely,

T. K. WETHERELL
State Representative
District 29

TKW/ekd

cc: Mrs. Edward T. Kenny

Florida House of Representatives

Samuel P. Bell, III
Representative, 28th District

Reply to:
☑ Post Office Box 191
150 Magnolia Avenue
Daytona Beach, FL 32015
(904) 258-6789
☐ 219 The Capitol
Tallahassee, FL 32399-1300
(904) 488-0580

October 19, 1987

Committees

Appropriations, Chairman
Commerce
Finance & Taxation
Health Care
Insurance
Rules & Calendar

Mr. Frederick P. Gaske
Historic Preservation Planner
Division of Historical Resources
R. A. Gray Building
Tallahassee, Florida 32399-0250

RE: Historic Woman's Club in
New Smyrna Beach, Florida

Dear Mr. Gaske:

Please accept this letter as strong support for the application to have the Women's Club approved for registration in the National Registry of Historic Places. The Women's Club has served the southeast Volusia community for over 64 years and has played an important role in the community's development over many years.

Thank you for your careful consideration.

Sincerely,

Samuel P. Bell III

SPB:mem
cc: Dr. W. Carl Shiver, PhD
Mrs. Edward T. Kenny

City of New Smyrna Beach

Office of:
CITY CLERK

TELEPHONE:
(AREA CODE) 904/427-4166

October 22, 1987

Mr. Frederick P. Gaske
Grants-in-Aid
Historic Preservation Planner
Division of Historical Resources
R. A. Gray Building
Tallahassee, FL 32399-0250

Dear Mr. Gaske:

I am writing in reference to a grant application for the "New Smyrna Beach Woman's Club" building located on the corner of Lytle and Magnolia Streets in New Smyrna Beach, Florida.

This beautiful old building has been a landmark of history in New Smyrna Beach and the Volusia County area. It was built to serve as a cultural and social center for many civic and social events from the early 1900's until the present time.

The main function was always to provide a meeting place for the Woman's Club of this area. In fact my mother was a member there from the early 1930's until her death in 1979. She and thousands of other ladies in our area dearly loved this fine old building.

The New Smyrna Beach Woman's Club unfortunately is not quite as affluent as of right now as it was in past history and does need help to make repairs and restoration to this historic landmark.

I certainly would endorse and encourage the Division of Historical Resources to help fund the restoration of this building through your grants program. There is no other structure that I can think of that would be anymore worthy of your consideration.

210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32069-9985

If I or the City of New Smyrna Beach can provide any further information on this project, please feel free to contact us at any time.

Sincerely,

George E Musson

George E. Musson
Mayor

GEM/sc

cc: Mrs. Edward Kenny, Chairman
Preservation Committee
Woman's Club of New Smyrna



SOUTHEAST VOLUSIA HISTORICAL SOCIETY, INC.
P.O. BOX 968
NEW SMYRNA BEACH, FLORIDA 32070

October 22, 1987

DISCOVERING OUR HERITAGE

BOARD OF DIRECTORS

George Wolsfelt
President
Telephone: (904) 427-2251

Dorothy Moore
Vice President

Madalon Reichold
Secretary

Leila Wilsey
Treasurer

Harold Cardwell
Curator

Priscilla Cardwell
Director

Ray Goodrich
Director

Lilly Goodrich
Director

Euda Conely
Director

Julianne Griffin Kirk
Director

Norman Orel
Director

L.J. Sweett
Director

Mrs. A.T. Perttola, Pres.,
Woman's Club of New Smyrna
325 North Causeway B-304
New Smyrna Beach, Fla. 32069

TO WHOM IT MAY CONCERN:

We, the SOUTHEAST VOLUSIA HISTORICAL SOCIETY, believe the Woman's Club of New Smyrna Beach has worked and served its Community well.

With this in mind - We agree their building should be placed on the HISTORICAL REGISTERY and a Grant in their behalf be considered, to up-date their property so-as to continue their Service to the Community and their Club.

Thank you in advance,

George Wolsfelt

George Wolsfelt, President

GW:mrr

City of New Smyrna Beach

October 28, 1987

TELEPHONE:
(AREA CODE) 904/427-4166

Mr. Frederick P. Gaske
Historic Preservation Planner
Division of Historical Resources
R.A. Gray Building
Tallahassee, Fl. 32399-0250

Dear Mr. Gaske:

The Historic New Smyrna Beach Preservation Commission unanimously supports the nomination of the Women's Club of New Smyrna Beach to the National Registry of Historic Places.

Celebrating its 75th anniversary, the Women's Club has been continuously active in community affairs, donating time and funds to numerous worthy causes. Political gatherings, weddings, USO dance hall during World War II, independent churches, Boy and Girl Scouts, and many clubs have been granted use of the facility through the years.

The Women's Club has come a long way from their first meeting in 1911 conducted above Dohn's Livery stable at the corner of Canal and Faulkner Streets. Today, their Mediterranean style club building, constructed in 1924, is endangered by the Lytle Avenue high-rise bridge scheduled to begin construction in 1988. With judicious restoration the building can be of community benefit to future generations as well.

With 75 years of service, the Women's Club membership roster reads like a census and Who's Who of New Smyrna Beach women. Since it has touched and improved so many lives here, we urge you to support this National Registry nomination.



Sincerely,

Gary Luther
Vice Chairman/Acting Chairman
Historic New Smyrna Beach
Preservation Commission

GL/ck

Copy

Florida House of Representatives

Jack Ascherl
Representative, 30th District

Reply to:
☐ Post Office Box 368
New Smyrna Beach, FL
32070
(904) 423-5225
☐ 434 House Office Building
Tallahassee, FL
32399-1300
(904) 488-6653

Committees

Community Affairs, Vice Chairman
Finance & Taxation
Natural Resources
Criminal Justice
Chairman, Volusia County Legislative Delegation

October 28, 1987

Mr. Frederick P. Gaske
Historic Preservation Planner
Division of Historical Resources
R. A. Gray Building
Tallahassee, FL 32399-0250

Dear Mr. Gaske:

Documentation has been submitted to the Department to have the Womens' Club in New Smyrna Beach placed on the National Registry.

The building is in the classic Mediterranean style and was built in 1924. The location is the corner of Magnolia and Lytle Avenue in New Smyrna Beach. The building has served our community for 64 years and a large number of people in our community have been associated with it.

I support the request for a historic designation and would appreciate your consideration.

Very truly yours,

Jack Ascherl
Representative
District 30

BILL CHAPPELL
4TH DISTRICT, FLORIDA

COMMITTEE:
APPROPRIATIONS

SUBCOMMITTEES:
DEFENSE
(CHAIRMAN)

ENERGY AND WATER
DEVELOPMENT

Congress of the United States
House of Representatives
Washington, DC 20515

2468 RAYBURN OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-4035

DISTRICT OFFICES:
575 NORTH HALIFAX AVENUE
DAYTONA BEACH, FL 32018
(904) 253-7632

8789 SAN JOSE BOULEVARD
SUITE 4
JACKSONVILLE, FL 32217
(904) 731-4236

October 29, 1987

Mrs. Edward T. Kenny
Chairman, Preservation Committee
Women's Club of New Smyrna
1833 North Peninsula Avenue
New Smyrna Beach, Florida 32069

RE: Admin. - State of Florida - Preservation & Restoration Grants - Women's Club of New Smyrna - Kenny

Dear Mrs. Kenny:

Thank you for your recent letter concerning the preservation and restoration of the Women's Club of New Smyrna's building which is located in New Smyrna Beach.

It was my pleasure to forward letters of support for your endeavors to both Mr. Frederick Gaske and Dr. W. Carl Shiver in Tallahassee. If further information is received in my office, I will be back in touch with you. In the interim, please be assured of my continued interest in this matter.

Again, thank you for contacting me for it is only through such information that I can best represent my constituents.

With kind regards,

Sincerely,

Bill Chappell

BILL CHAPPELL
Congressman

BC:grf

PLEASE RESPOND TO:

☐ WASHINGTON ☐ DAYTONA BEACH ☐ JACKSONVILLE

Woman's Club of New Smyrna

403 Magnolia Street New Smyrna Beach Florida 32069

March 21, 1988

Keeper, National Register of Historic Places
National Park Service
U.S. Department of the Interior
Washington, D.C. 20240

Enclosed are copies of letters written in support of the nomination of The Woman's Club of New Smyrna to the National Register of Historic Places.

Please add to our file with the recommendations of the Florida National Register Review Board.

We are looking forward to a favorable decision from your department.

Sincerely,

Betty Kenny

Betty Kenny (Mrs E T)
Chairman
Preservation Committee

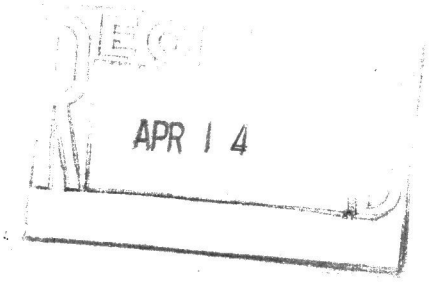
MAR 25 1988

County of Volusia
Florida

COUNTY COUNCIL
P.O. Box 429
DeLand, Fla. 32721-0429

March 31, 1988

The Keeper of the National
Register of Historic Places
National Park Service
U.S. Department of Interior
Washington, D.C. 20420



Re: New Smyrna Beach Women's Club

Gentlemen:

On February 15, 1988, Volusia County was informed that the Florida National Register Review Board had recommended that the New Smyrna Beach Women's Club be formally nominated for listing in the National Register of Historic Places. I am familiar with this nomination and whole-heartedly support it.

Early in 1984, representatives of the Florida Department of Transportation conducted a study of the Lytle Avenue area of New Smyrna Beach in preparation of its design for a new bridge across the Intracoastal Waterway. Pursuant to that study, a number of potentially historic sites in the area were analyzed. The New Smyrna Beach Women's Club was one of those sites. On July 19, 1984, George W. Percy, State Historic Preservation Officer, wrote to the Federal Highway Administration informing them that his office considered the New Smyrna Beach Women's Club to be of historic significance. Mr. Percy indicated that the building was of a Mediterranean Revival/Mission Style that was constructed in 1924 and had sustained only minor alterations. The significance of the building is that it has served important community functions throughout its history as a meeting place for academic, civic, religious, political and social affairs. Mr. Percy indicated at that time that he felt that the site was worthy of listing in the National Register of Historic Places. As part of the review process, The Keeper of the National Register, on October 18, 1984, issued a determination of eligibility notification that the New Smyrna Beach Women's Club was eligible for listing on the National Register of Historic Places.

In 1985, the City of New Smyrna Beach began its historic preservation program; and in July of 1986, it was determined to be a certified local government for historic preservation. The Historic Preservation Commission of the City of New Smyrna Beach has endorsed the New Smyrna Beach Women's Club as a site to be listed in the National Register of Historic Places.

COUNTY COUNCIL MEMBERS

Clay Henderson - At Large | Big John - At Large | Alice Cycler - District #1
Frank T. Bruno, Jr. - District #2 | Jerome N. Doliner - District #3 | Judith Conte - District #4 | Roy M. Schleicher - District #5

The New Smyrna Beach Women's Club is clearly eligible for listing in the National Register of Historic Places. There is significant public support for this listing. Accordingly, I fully support the nomination of the New Smyrna Beach Women's Club for inclusion in the National Register of Historic Places.

Very truly yours,

Clay Henderson
County Council Member

CH/md
89/4/CC3

cc: Ms. Peg Perttola
New Smyrna Beach Women's Club
403 Magnolia Street
New Smyrna Beach, FL 32069

FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF HISTORICAL RESOURCES
R.A. Gray Building
500 South Bronough
Tallahassee, Florida 32399-0250
Director's Office (904) 488-1480
Telecopier Number (FAX) (904) 488-3353

March 31, 1989

Ms. Carol D. Shull, Chief of Registration
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

APR 11 1989
NATIONAL REGISTER

Dear Ms. Shull:

Enclosed are the completed National Register Nomination forms and supporting documentation for the following properties:

Woman's Club of New Smyrna, New Smyrna Beach, Volusia County

Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

George W. Percy
State Historic
Preservation Officer

GWP:bem

Enclosures

Law Offices of

Gillespie and Gillespie, P. A.

Telephone (904) 428-2416

W. M. Gillespie (1879-1932)
J. U. Gillespie (1916-1981)
William M. Gillespie

Gillespie Building, 233 North Causeway
P. O. Drawer 580
New Smyrna Beach, Florida 32070-0580

April 12, 1988

Keeper, National Register of Historic Places
National Park Service
U. S. Department of the Interior
Washington, D. C. 20240

Re: Woman's Club of New Smyrna

Gentlemen:

The Woman's Club of New Smyrna Beach is a magnificent old structure in the City of New Smyrna Beach and should be included in the National Register of Historic Places. This venerable old structure has served this city and the organization that owns it for more than half a century. The architecture is magnificent and it is a credit to this city.

Trusting this letter will assist you in arriving at a proper designation for this historic landmark, I remain

Sincerely yours,

W. M. GILLESPIE.

WMG/org

cc: Woman's Club of New Smyrna
403 Magnolia Street
New Smyrna Beach, Florida 32069

RECEIVED
APR 15

THE WOMAN'S CLUB

403 Magnolia Street



Karter Presley Lynaugh Trust
Carl Curtis Hodges, Trustee
620 S. Riverside Drive
New Smyrna Beach, Florida 32168
Phone: 321-303-6195
Email: cchodges@gmail.com

1. **Plan for Development**

   Please see attached Conceptual Plan and Vision.

2. **Legal Description**

   LOT 61 & N 1/2 OF LOT 62 BLK 4 ANDREWS NEW SMYRNA PER OR 3491 PG 1058.

3. **Proposed Use**

   Small boutique venue for wedding and corporate events.

4. **Statement as to why the proposed use cannot be accommodated under the existing zoning.**

   The current use of the property is zoned R-5/Government Building. Currently the City rents this facility to non-profit organizations for special events and to residents for all types of gatherings. We are requesting to rezone the building to HBOD to continue the use as a venue.

5. **A Site Plan Showing Property Boundaries, The Location of all Existing and Proposed Building, Parking, Buffers, and Any other Essential Elements of the Proposed Site Use:**

   Please see attached Site Plan.

6. **An Elevation pf the Building Showing the Building Height, How the Structure is to be Preserved and How any Proposed Additions will Continue the Historic Character of the Structure:**

   Please see attached Site Plan.

7. **A schedule showing the timing of proposed improvements.**

   The following timeline below for the restoration and stabilization of the building:

   - Final Design of the Building - 1 year
   - Permitting of the Building - 1 year
   - Construction of the Building - 3 years

Total of 5 years

Summary

New Smyrna Beach prides itself on being a charming, coastal community and the City celebrated its British Colonial Settlement's 250. It is rich in history, has a thriving artist community and is surrounded by many natural preserve areas. The City of New Smyrna Beach is known for its laid-back attitude; safe, wide, white-sand beaches; and eclectic mix of history, culture, and the arts and nature.

The Woman's Club of New Smyrna is a historic building that has been used by the community as a social gathering place for over 94 years.

The Woman's Club of New Smyrna is listed on the National Register of Historic Places, a designated Local Historic Landmark and it is a significant structure that needs to be preserved. The Property meets the criteria for the HBOD designation because:

1. The property is on the National Register of Historic Places designation;
2. There is a plan to continue using the property for a venue;
3. The NSB Comprehensive Plan supports designating the property as HBOD;
4. The use is compatible with the neighborhood; and
5. This property fits exactly into the reason why the HBOD designation was incorporated into the Land Development Regulations as a way to feasibly preserve historic structures.

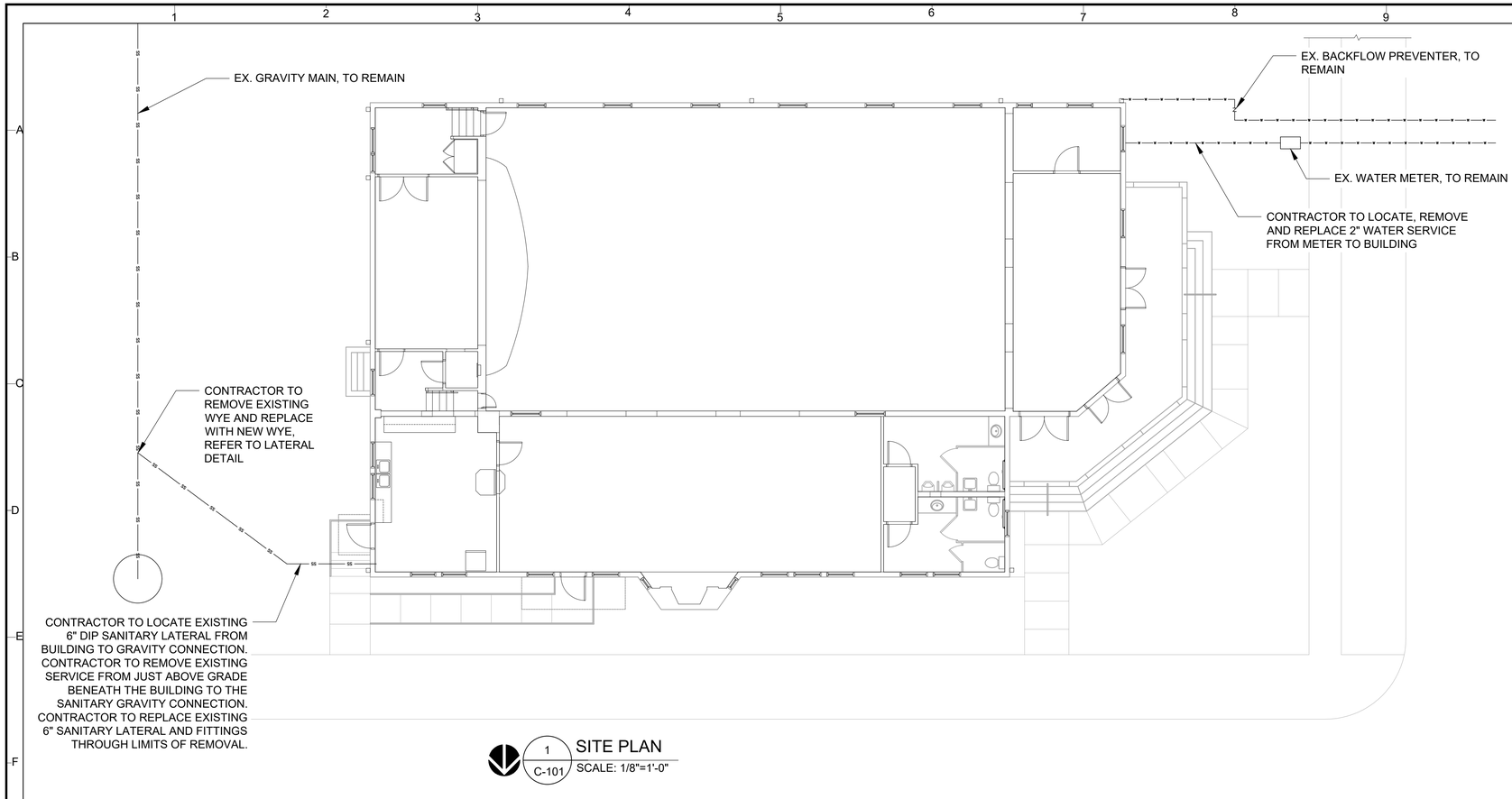
Conceptual Plan and Vision NSB Women's Club

Our bid is represented by Curtis and Harrison Hodges on behalf of the Karter Presley Lynaugh Trust. Curtis has been a resident of New Smyrna for the past fifteen years and has a resume founded in construction specializing in restoration. He successfully ran a construction and renovation company out of Orlando for over 45 years. His achievements include renovating and working on over 100 schools in Orange County and over a few hundred homes in the greater Orlando area. Locally Curtis has rejuvenated over a dozen homes in New Smyrna and helped the city with the New Smyrna Museum of History. He also served on the New Smyrna Beach historical preservation board for approximately two years. Curtis is now aiming his sights here on this project to restore this building to its proper state for a thriving events venue to serve the people of New Smyrna.

Our vision for the property is to restore it back to its former glory as a small boutique venue. Nestled near the larger venues it will provide a more intimate feel for weddings and corporate events. My son, Harrison Hodges, will accompany me on this business venture as he has ample experience in catering and venues. He worked for Dubsdread Golf Course in Orlando for over four years as their banquet Captain. He is 33 years old and manages multiple businesses and has always had a passion to own a venue. With my expertise in renovation and his management experience we believe we can create a renaissance of restoration to the Women's Club. Our business model will consist of completing the build out and restoration. Once complete we will work on setting up a wedding/corporate venue rental. We will only be interested in managing the building. We will have vendors for outside catering, valet parking, décor, etc. that we will partner with from the local community. At the venue we intend to have staff to manage the sales of the venue and available to show it. We envision the venue to target more budget friendly brides and events. We see this space to be utilized by local clubs, corporate events, awards banquets for our local schools and community. We want to celebrate and honor the past while adding the flair of the future to bring this property to a new high.

What you get with a "Curtis" is committed to seeing this project through to the end and in a timely manner. He will treat this project as a reflection of himself and skills. He is meticulous to attention and will spare no expense as he has done with his residence at 620 S Riverside Dr. Above all he understands the value and respect for how this building needs to be restored to remain an icon to our community.

The property is also close to home for Curtis. He lives just a few blocks away and it will be a personal mission for him. He is already an established entrepreneur and at this stage of his career he is looking to build his legacy here in New Smyrna. What better way, than to leave it better than the way he found it. His purpose is simple use his own resources to better his own neighborhood so that he can have a greater sense of pride for where he lives.



1 C-101 SITE PLAN
SCALE: 1/8"=1'-0"

NOTES:
1. ALL UTILITY WORKS PREFORMED, TRENCHING METHODS, MATERIALS UTILIZED, AND TRACER WIRE PLACEMENT ARE TO BE IN ACCORDANCE WITH THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH. DETAILS AND SPECIFICATIONS CAN BE FOUND AT: https://www.ucnsb.org/m/main-menu/2007
2. UTILITIES SHOWN ARE ASSUMED LOCATIONS BASED ON PLANS PROVIDED BY NEW SMYRNA BEACH AND UTILIZING NEW SMYRNA BEACH CITIZEN SELF SERVICE GIS.
3. AS-BUILT PLANS SHOWING THE UTILITIES ARE NOT AVAILABLE. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES AND SERVICES VERTICALLY AND HORIZONTALLY PRIOR TO MOBILIZATION OR EXCAVATION.
4. NO ADDITIONAL UTILITY IMPACTS OTHER THEN NOTED HEREIN ARE PROPOSED. CONTRACTOR TO SUPPORT AND PROTECT ALL EXISTING UTILITIES IF ENCOUNTERED. CONTRACTOR TO NOTIFY NEW SMYRNA BEACH, THE UAO AND EOR IF ADDITIONAL FACILITIES ARE ENCOUNTERED.
5. CONTRACTOR TO ENSURE DEPTH OF FIRE LINE AND THAT FIRE LINES CAN REMAIN IN PLACE DURING CONSTRUCTION. CONTRACTOR TO NOTIFY NEW SMYRNA BEACH AND EOR IF THERE IS A CONFLICT WITH THE EXISTING LINES AND STEM WALL SYSTEM.
6. REFER TO AFP1.01.
7. REFER TO STRUCTURAL PLANS FOR STEM WALL CONSTRUCTION DESIGN AND PHASING.
8. CONTRACTOR TO PERFORM ALLEY BORING CORE PRIOR TO PAVING. CONTRACTOR TO MATCH EXISTING PAVEMENT SECTION.
9. CONTRACTOR TO SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AND LEVEL ALL FINISH COURSE TO MATCH EXISTING GRADES AND SLOPE.
10. ALL DISTURBED AREAS TO BE SET BACK TO EXISTING GRADE AND SODDED OUTSIDE OF PAVEMENT LIMITS.
11. CONTRACTOR TO MAINTAIN EXISTING GRADES AND POSITIVE DRAINAGE DURING CONSTRUCTION.
12. CONTRACTOR TO UTILIZE STREET SWEEPING DURING CONSTRUCTION AS AN EROSION CONTROL/SOIL TRACKING PREVENTION METHOD AS NECESSARY.

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 3 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN; 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN; 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM; WATER MAIN

NOTES:
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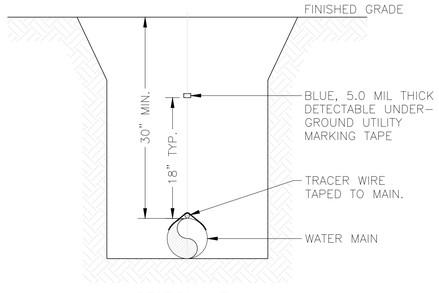
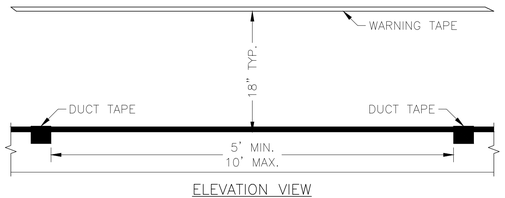
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

2 C-101 UTILITY SEPARATION
SCALE: NTS



SECTION VIEW



ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
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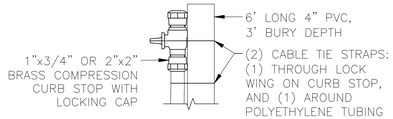
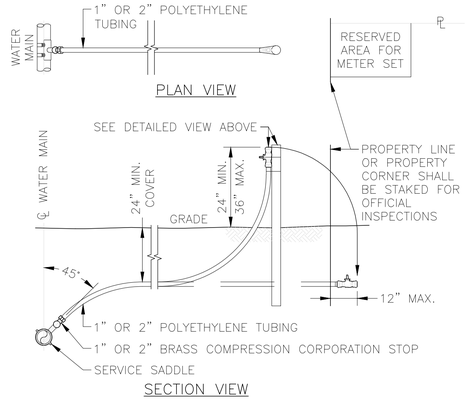
SCALE: NTS



DETAILED VIEW



PLAN VIEW

SECTION VIEW

NOTES:
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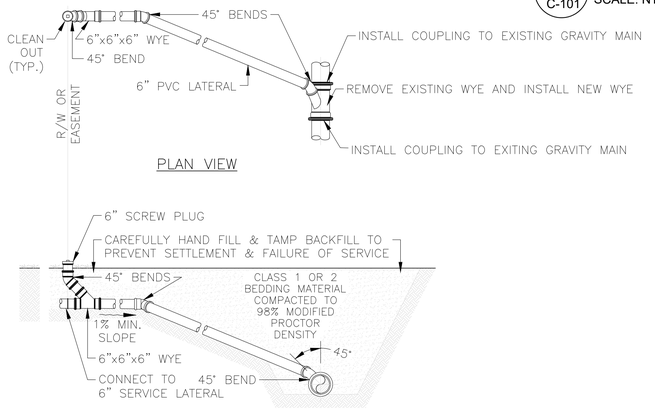
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.

4 C-101 1" OR 2" SHORT SIDE WATER SERVICES STUB OUT
SCALE: NTS



PLAN VIEW

SECTION VIEW

3 C-101 SEWER LATERAL
SCALE: NTS

SCALE: AS NOTED	
DRAWN BY: AG	
PROJ. MANAGER: BDD	
PROJ. #: 2016.035.B	
DATE: 05-10-22	
ISSUED FOR:	☐ PRELIMINARY ☐ PERMITTING ■ BIDDING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD DWG

REVISIONS

NO.	DATE	DESCRIPTION	BY

BRENTON D. DAILEY
LICENSE
NO. 81028
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED & SEALED BY A REGISTERED ENGINEER

BPE CA NO.: 00005898
BPA&ID CA NO.: AAC002023
BENTLEY
651 WEST WARREN AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
T 407.331.6116
WWW.BAEONLINE.COM

BUILDING REHABILITATION
FOR
WOMAN'S CLUB OF NEW SMYRNA
403 MAGNOLIA STREET
NEW SMYRNA BEACH, FLORIDA

SITE PLAN

SHEET NO
C-101
29 OF 29

2155

XIII HISTORICAL AND ARCHAEOLOGICAL PRESERVATION ELEMENT

OBJECTIVE:

5. Preserve privately owned historical and archaeological resources through use and reuse as an alternative to demolition and redevelopment.

POLICIES:

b. Remove obstacles to the rehabilitation, use, or reuse of historic properties. Included, but not limited to this, are granting variances, liberal interpretation of codes, and providing code exemptions for historical buildings.

c. Provide incentives to assist in preserving, using, and or reusing historical properties. Included, but not limited to this, are tax relief and exemptions, technical assistance, transfer of development rights, and grant acquisition.

d. Provide flexibility in zoning regulations and applications to preserve, use, and or reuse historical properties.

f. Encourage relocation or reuse of historic buildings where applicable to preserve the historic character of the buildings.

OBJECTIVE:

7. Employ historical and archaeological preservation as a means to strengthen the local economy through increased tourism and local visitation at historical and archaeological sites.

POLICIES:

c. Promote the development of historical and archaeological resources for public visitation and involvement.

d. Designate the Southeast Volusia New Smyrna Historic Society Museum of History as the headquarters for archaeological and historical tourism.

e. Promote the City as a destination for cultural tourism.

XV ECONOMIC DEVELOPMENT ELEMENT

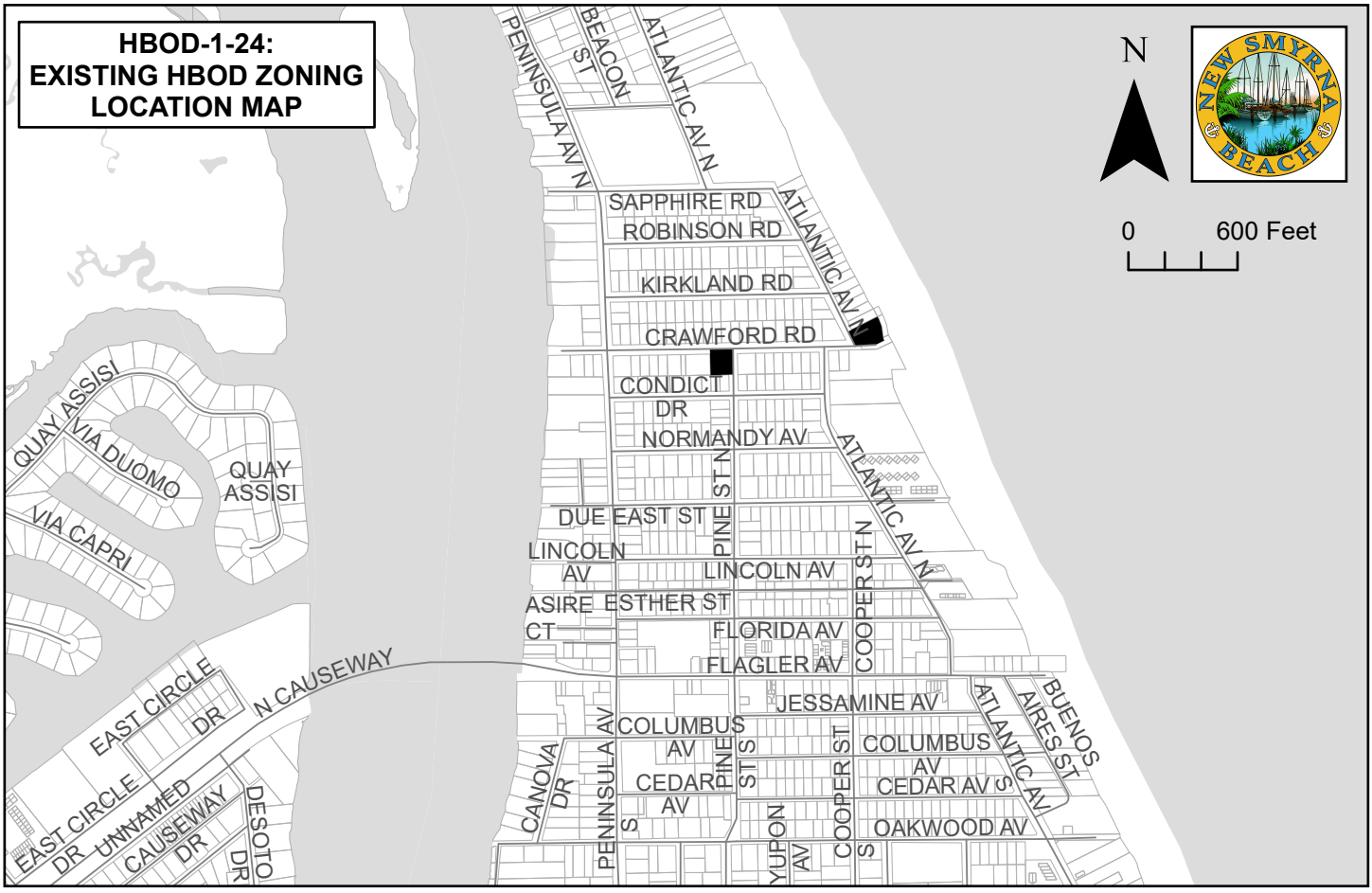
OBJECTIVE:

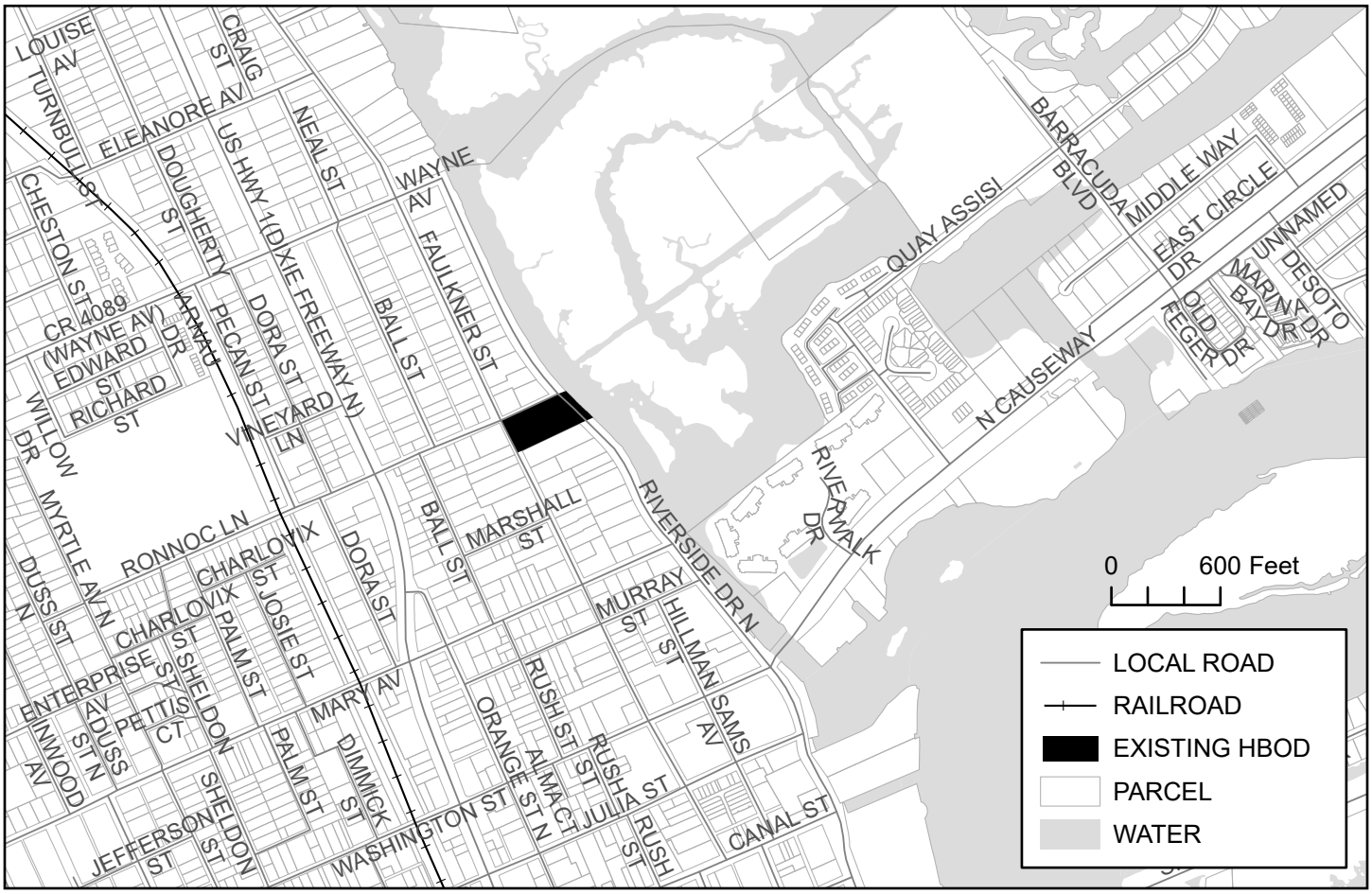
4. Expand Tourism. Support efforts to expand tourism through venues and support systems.

POLICIES:

a. Stimulate the private development of short-term hotel accommodation space as well as convention services and facilities.

b. Encourage the expansion of existing events and development of new events, which are compatible with the vision and mission of the city.


HBOD-1-24:
EXISTING HBOD ZONING
LOCATION MAP
N
NEW SMYRNA BEACH
0
600 Feet
PENINSULA AV N
BEACON ST
ATLANTIC AV N
SAPPHIRE RD
ROBINSON RD
KIRKLAND RD
CRAWFORD RD
CONDICT DR
NORMANDY AV
DUE EAST ST
LINCOLN AV
ASIRE CT
ESTHER ST
FLORIDA AV
FLAGLER AV
JESSAMINE AV
COLUMBUS AV
CEDAR AV
OAKWOOD AV
YUPON AV
PINE ST N
COOPER ST N
PINE ST S
COOPER ST S
CANOVA DR
PENINSULA AV S
ATLANTIC AV S
BUENOS AIRES ST
QUAY ASSISI
VIA DUOMO
VIA CAPRI
QUAY ASSISI
N CAUSEWAY
EAST CIRCLE DR
UNNAMED CAUSEWAY DR
DESOTO DR


LOUISE AV
TURNBULL ST
CRAIG ST
ELEANORE AV
CHESTON ST
DOUGHERTY ST
US HWY 1 (DIXIE FREEWAY N)
NEAL ST
WAYNE AV
FAULKNER ST
CR 4089 (WAYNE AV)
EDWARD ST
RICHARD ST
WILLOW DR
ARNAU DR
PECAN ST
DORA ST
VINEYARD LN
BALL ST
MYRTLE AV N
RONNOC LN
CHARLOVIX ST
DUSS ST N
ENTERPRISE AV
PETTIS CT
SHELDON ST
PALM ST
JOSIE ST
MARY AV
DIMMICK ST
JEFFERSON ST
WASHINGTON ST
MARSHALL ST
RIVERSIDE DR N
MURRAY ST
HILLMAN ST
SAMS AV
ORANGE ST N
ALMA CT
RUSH ST
JULIA ST
CANAL ST
RIVERWALK DR
QUAY ASSISI
BARRACUDA BLVD
MIDDLE WAY
EAST CIRCLE DR
UNNAMED
DESOTO
MARINA BAY DR
OLD FEGER DR
N CAUSEWAY
0
600 Feet
LOCAL ROAD
RAILROAD
EXISTING HBOD
PARCEL
WATER

Legal Description

Address:
403 Magnolia Street, New Smyrna Beach, Florida 32168

Parcel Number:
7441-38-04-0610

ALT KEY
3879201

Legal Description, per William M. Gillespie of Gillespie & Gillespie, PA:
Lot 61 and the North Half of Lot 62 of Block 4 of Andrews Addition to the City of New Smyrna, according to plat of record in Map Book 2, Page 68, Public Records of Volusia County, Florida.

ORDINANCE NO. 45-24

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.3± ACRES OF PROPERTY LOCATED AT 403 MAGNOLIA STREET TO ADD THE HISTORIC BUILDING OVERLAY DISTRICT (HBOD); PROVIDING FOR A QUASI-JUDICIAL PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Curtis Hodges, for the Karter Presley Lynaugh Trust, 620 South Riverside Drive, New Smyrna Beach, Florida 32168, applicant on behalf of the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has initiated a request for the establishment of a Historic Building Overlay District in order to continue a non-conforming but historical use of venue, without the required onsite parking at 403 Magnolia Street; and

WHEREAS, this is an ordinance initiated by other then the City of New Smyrna Beach that changes the actual zoning map designation for a parcel of land; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on June 3, 2024, by a vote of 6-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission finds that the applicant has complied with the procedural requirements of Land Development Regulations for rezoning the subject property; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Establishment of Historic Building Overlay District.*** That the land located in the City of New Smyrna Beach, Florida, described as:

> Lot 61 and the North Half of Lot 62 of Block 4 of Andrews Addition to the City of New Smyrna, according to plat of record in Map Book 2, Page 68, Public Records of Volusia County, Florida.

shall be and the same is hereby established as a Historic Building Overlay Zoning District pursuant to Section 504.02 of the Land Development Regulations.

SECTION 2: ***Approval of Plan for Development.*** That the Plan for Development described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

is hereby approved.

SECTION 3: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on August 13, 2024 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability***. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

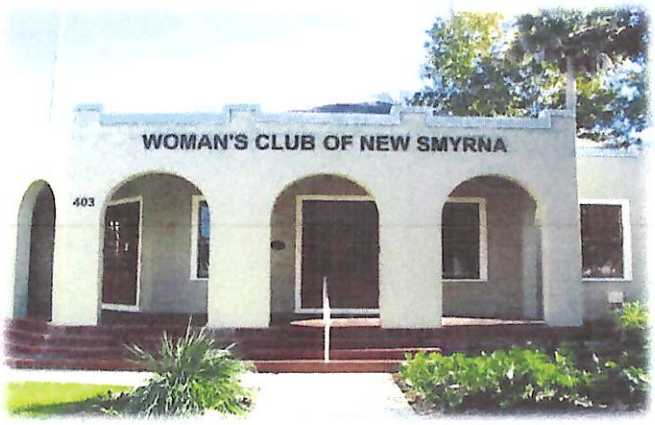
Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 6/19/2024

THE WOMAN'S CLUB

403 Magnolia Street



Karter Presley Lynaugh Trust
Carl Curtis Hodges, Trustee
620 S. Riverside Drive
New Smyrna Beach, Florida 32168
Phone: 321-303-6195
Email: cchodges@gmail.com

1. **Plan for Development**

   Please see attached Conceptual Plan and Vision.

2. **Legal Description**

   LOT 61 & N 1/2 OF LOT 62 BLK 4 ANDREWS NEW SMYRNA PER OR 3491 PG 1058.

3. **Proposed Use**

   Small boutique venue for wedding and corporate events.

4. **Statement as to why the proposed use cannot be accommodated under the existing zoning.**

   The current use of the property is zoned R-5/Government Building. Currently the City rents this facility to non-profit organizations for special events and to residents for all types of gatherings. We are requesting to rezone the building to HBOD to continue the use as a venue.

5. **A Site Plan Showing Property Boundaries, The Location of all Existing and Proposed Building, Parking, Buffers, and Any other Essential Elements of the Proposed Site Use:**

   Please see attached Site Plan.

6. **An Elevation pf the Building Showing the Building Height, How the Structure is to be Preserved and How any Proposed Additions will Continue the Historic Character of the Structure:**

   Please see attached Site Plan.

7. **A schedule showing the timing of proposed improvements.**

   The following timeline below for the restoration and stabilization of the building:

   - Final Design of the Building - 1 year
   - Permitting of the Building - 1 year
   - Construction of the Building - 3 years

   Total of 5 years

Summary

New Smyrna Beach prides itself on being a charming, coastal community and the City celebrated its British Colonial Settlement's 250. It is rich in history, has a thriving artist community and is surrounded by many natural preserve areas. The City of New Smyrna Beach is known for its laid-back attitude; safe, wide, white-sand beaches; and eclectic mix of history, culture, and the arts and nature.

The Woman's Club of New Smyrna is a historic building that has been used by the community as a social gathering place for over 94 years.

The Woman's Club of New Smyrna is listed on the National Register of Historic Places, a designated Local Historic Landmark and it is a significant structure that needs to be preserved. The Property meets the criteria for the HBOD designation because:

1. The property is on the National Register of Historic Places designation;
2. There is a plan to continue using the property for a venue;
3. The NSB Comprehensive Plan supports designating the property as HBOD;
4. The use is compatible with the neighborhood; and
5. This property fits exactly into the reason why the HBOD designation was incorporated into the Land Development Regulations as a way to feasibly preserve historic structures.

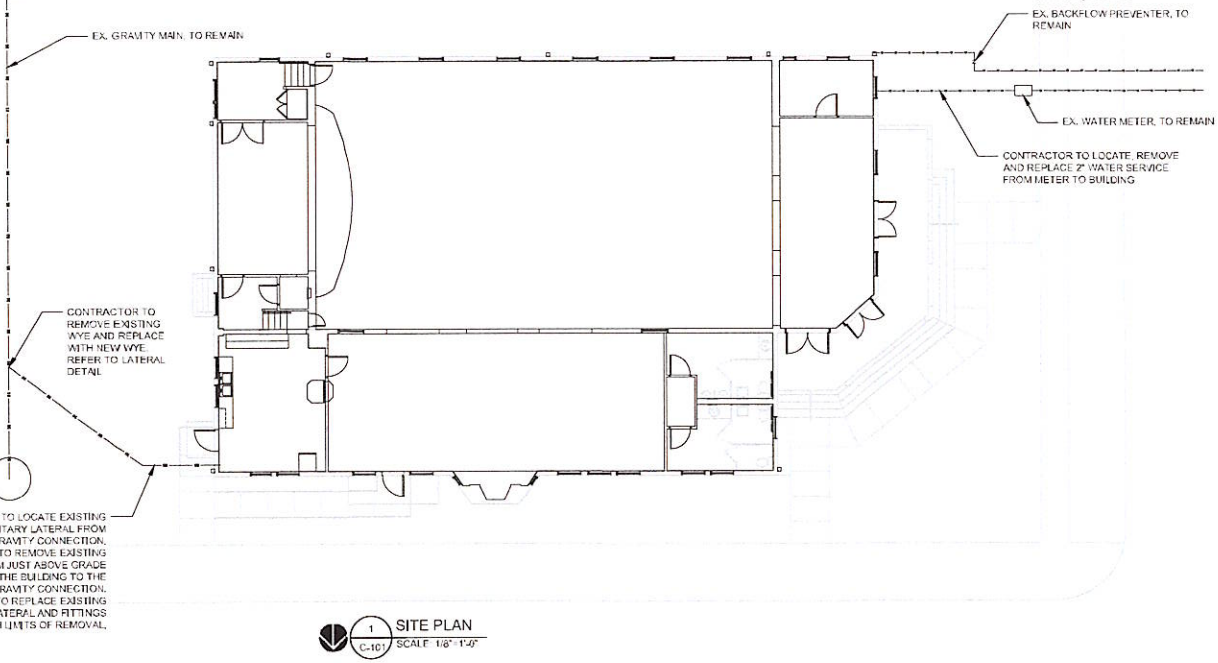
Conceptual Plan and Vision NSB Women's Club

Our bid is represented by Curtis and Harrison Hodges on behalf of the Karter Presley Lynaugh Trust. Curtis has been a resident of New Smyrna for the past fifteen years and has a resume founded in construction specializing in restoration. He successfully ran a construction and renovation company out of Orlando for over 45 years. His achievements include renovating and working on over 100 schools in Orange County and over a few hundred homes in the greater Orlando area. Locally Curtis has rejuvenated over a dozen homes in New Smyrna and helped the city with the New Smyrna Museum of History. He also served on the New Smyrna Beach historical preservation board for approximately two years. Curtis is now aiming his sights here on this project to restore this building to its proper state for a thriving events venue to serve the people of New Smyrna.

Our vision for the property is to restore it back to its former glory as a small boutique venue. Nestled near the larger venues it will provide a more intimate feel for weddings and corporate events. My son, Harrison Hodges, will accompany me on this business venture as he has ample experience in catering and venues. He worked for Dubsdread Golf Course in Orlando for over four years as their banquet Captain. He is 33 years old and manages multiple businesses and has always had a passion to own a venue. With my expertise in renovation and his management experience we believe we can create a renaissance of restoration to the Women's Club. Our business model will consist of completing the build out and restoration. Once complete we will work on setting up a wedding/corporate venue rental. We will only be interested in managing the building. We will have vendors for outside catering, valet parking, décor, etc. that we will partner with from the local community. At the venue we intend to have staff to manage the sales of the venue and available to show it. We envision the venue to target more budget friendly brides and events. We see this space to be utilized by local clubs, corporate events, awards banquets for our local schools and community. We want to celebrate and honor the past while adding the flair of the future to bring this property to a new high.

What you get with a "Curtis" is committed to seeing this project through to the end and in a timely manner. He will treat this project as a reflection of himself and skills. He is meticulous to attention and will spare no expense as he has done with his residence at 620 S Riverside Dr. Above all he understands the value and respect for how this building needs to be restored to remain an icon to our community.

The property is also close to home for Curtis. He lives just a few blocks away and it will be a personal mission for him. He is already an established entrepreneur and at this stage of his career he is looking to build his legacy here in New Smyrna. What better way, than to leave it better than the way he found it. His purpose is simple use his own resources to better his own neighborhood so that he can have a greater sense of pride for where he lives.



1 C-101 SITE PLAN
SCALE: 1/8" = 1'-0"

NOTES
1. ALL UTILITY WORKS PREFORMED, TRENCHING METHODS, MATERIALS UTILIZED, AND TRACER WIRE PLACEMENT ARE TO BE IN ACCORDANCE WITH THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, DETAILS AND SPECIFICATIONS CAN BE FOUND AT: https://www.ucnsb.org/maintenance/2007
2. UTILITIES SHOWN ARE ASSUMED LOCATIONS BASED ON PLANS PROVIDED BY NEW SMYRNA BEACH AND UTILIZING NEW SMYRNA BEACH CITIZEN SELF SERVICE GIS.
3. AS-BUILT PLANS SHOWING THE UTILITIES ARE NOT AVAILABLE. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES AND SERVICES VERTICALLY AND HORIZONTALLY PRIOR TO MOBILIZATION OR EXCAVATION.
4. NO ADDITIONAL UTILITY IMPACTS OTHER THEN NOTED HEREIN ARE PROPOSED. CONTRACTOR TO SUPPORT AND PROTECT ALL EXISTING UTILITIES IF ENCOUNTERED. CONTRACTOR TO NOTIFY NEW SMYRNA BEACH, THE UAO AND FOR IF ADDITIONAL FACILITIES ARE ENCOUNTERED.
5. CONTRACTOR TO ENSURE DEPTH OF FIRE LINE AND THAT FIRE LINES CAN REMAIN IN PLACE DURING CONSTRUCTION. CONTRACTOR TO NOTIFY NEW SMYRNA BEACH AND FDRIF THERE IS A CONFLICT WITH THE EXISTING LINES AND STEM WALL SYSTEM.
6. REFER TO AFP1.01.
7. REFER TO STRUCTURAL PLANS FOR STEM WALL CONSTRUCTION DESIGN AND PHASING.
8. CONTRACTOR TO PERFORM ALLEY BORING CORE PRIOR TO PAVING. CONTRACTOR TO MATCH EXISTING PAVEMENT SECTION.
9. CONTRACTOR TO SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AND LEVEL ALL FINISH COURSE TO MATCH EXISTING GRADES AND SLOPE.
10. ALL DISTURBED AREAS TO BE SET BACK TO EXISTING GRADE AND SODDED OUTSIDE OF PAVEMENT LIMITS.
11. CONTRACTOR TO MAINTAIN EXISTING GRADES AND POSITIVE DRAINAGE DURING CONSTRUCTION.
12. CONTRACTOR TO UTILIZE STREET SWEEPING DURING CONSTRUCTION AS AN EROSION CONTROL/SOIL TRACKING PREVENTION METHOD AS NECESSARY.

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN, 3 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN, 10 FT PREFERRED, 3 FT MINIMUM	WATER MAIN, 6 INCHES IS THE MINIMUM, 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN, 10 FT PREFERRED, 6 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM, WATER MAIN

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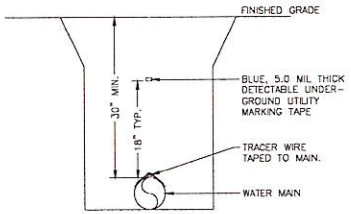
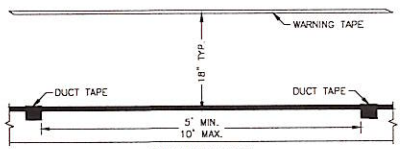


SECTION VIEW



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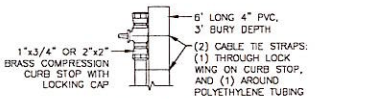
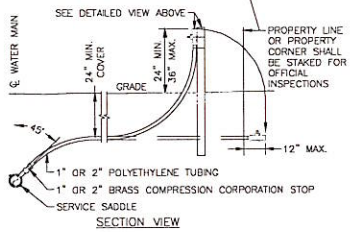
SCALE: NTS



DETAILED VIEW



PLAN VIEW



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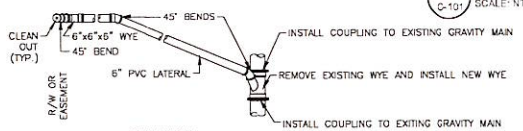
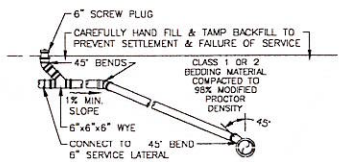
4 C-101 1" OR 2" SHORT SIDE WATER SERVICES STUB OUT
SCALE: NTS



PLAN VIEW



SECTION VIEW

3 C-101 SEWER LATERAL
SCALE: NTS

NO.	DATE	DESCRIPTION	BY

SEAL: AS NOTED
DRAWN BY:
PROJECT MANAGER: BDO
PROJ. #: 2210.0518
DATE: 05-15-23
ISSUED FOR: ☐ PRELIMINARY ☐ PERMITTING ■ BIDDING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD DWG

BRENTON D. HALL, LICENSE NO. 81028, STATE OF FLORIDA, PROFESSIONAL ENGINEER
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER
BPE CA NO: 00005698
BPASID CA NO: AAC002023
BENTLEY
651 WEST WARREN AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
T 407.331.5116
WWW.BARONLINE.COM

BUILDING REHABILITATION
FOR
WOMAN'S CLUB OF NEW SMYRNA
443 MAGNOLIA STREET
NEW SMYRNA BEACH, FLORIDA

SITE PLAN

C-101
29 OF 29

2165

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

ORDINANCE NO. 53-24: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD AMEND THE CITY CODE TO REQUIRE BUSINESS IMPACT ESTIMATES FOR CERTAIN MUNICIPAL ORDINANCES.

September 10, 2024

Background:

The State recently adopted legislation requiring municipalities to produce business impact estimates for certain types of ordinances and to publish them on the City website. The State did provide for a number of exemptions to the requirement for a business impact estimate, including any municipal ordinances necessary for compliance with Federal or State law, issuance or refinancing of debt, budget related items, implementing a grant, implementing an emergency ordinance, ordinances related to procurement, and ordinances that relate to specific statutes relating to land development, community development districts, the Florida Building Code, or Florida Fire Prevention Code. Rezonings, comprehensive plan amendments, and other development orders that are not initiated by the City are also included in the list of exemptions.

Attached is a Business Impact Estimate form that the city will use going forward. Failure to comply with this new Florida Statute could expose the City to a lawsuit challenging the ordinance, and attorney's fees and costs in the event of successful litigation.

The City may decide to implement a processing fee in the future for the estimates, but at this time the fee is undetermined as it is unknown how many ordinances this will affect, how much time it will take to prepare, and whether a consultant will be necessary. At this point in time, it is anticipated that this legislation will be of minimal impact to the City.

Findings:

The City Attorney recommends approval of the ordinance in order to be in compliance with Florida Statute 166.041(4). No business impact statement is required of this ordinance.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Tracy London - Paralegal

Attachments:

Business-Impact-Estimate-Form.pdf
Ord 53-24 Business Impact Estimates.pdf

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and (c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any): [*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

ORDINANCE NO. 53-24

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH CODE OF ORDINANCES; AMENDING CHAPTER 1, GENERAL PROVISIONS, TO ADD SECTION 1-16, BUSINESS IMPACT ESTIMATES; IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS AND EXEMPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature; and

WHEREAS, the procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes; and

WHEREAS, the Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws; and

WHEREAS, Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, these home rule powers have been liberally construed when reviewed by courts; and

WHEREAS, this broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness; and

WHEREAS, a municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes; and

WHEREAS, a municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest, and city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature; and

WHEREAS, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate"; and

WHEREAS, if a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable; and

WHEREAS, the Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions; and

WHEREAS, the statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs; and

WHEREAS, this unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable; and

WHEREAS, the state has created a number of exemptions for certain specified ordinances, including:

- Ordinances required to comply with federal or state laws or regulations;
- Ordinances relating to the issuance or refinancing of debt;
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- Ordinances required to implement a contract or agreement, including grants or financial assistance;
- Emergency ordinances;
- Ordinances relating to procurement; or
- Ordinances enacted to implement the following:

- Development orders and development agreements, and development permits, as those terms are defined in section 163.3164 and development agreements, as authorized by the Florida Local Development Agreement Act under sections 163.3220-163.3243;
- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of New Smyrna Beach;
- Sections 190.005 and 190.046 (CDDs);
- Section 553.73, relating to the Florida Building Code; or
- Section 633.202, relating to the Florida Fire Prevention Code.

WHEREAS, The City Commission has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, adding Section 1-16, Business Impact Estimates; is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 1-16. Implementation of Statutory Mandate to Perform Business Impact Estimates.

The City Commission hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Commission shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on September 24, 2024, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/4/2024

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

AIRPORT ADVISORY BOARD: CONSIDER THE REAPPOINTMENTS/APPOINTMENTS OF (3) THREE MEMBERS TO SERVE THREE-YEAR TERMS SET TO EXPIRE ON SEPTEMBER 9, 2027.

September 10, 2024

Background:

The Airport Advisory Board is composed of six members (5 regular/1 alternate) appointed by the City Commission to three-year terms. Members must be residents of the city, unless waived by the City Commission. At least three members must possess experience directly related to or involving aviation and one member must possess proven experience in some area of business management. At least three members must be active in the business community. No member may serve more than two consecutive terms unless waived by the City Commission. Members who serve in an alternate role have routinely been given priority consideration for regular member status when vacancies occur.

The purpose of the Airport Advisory Board is to advise the City Commission and City Manager on policy matters relating to the development, use and operation of the airport facility. The board shall hold at least one meeting every three months and may hold such additional meetings as may be required by its work.

Findings:

The terms of Celeste Lester, Gary Norville, and Rulon Starley expired on September 9, 2024. Member Lester has served two terms, Member Norville has served three terms, and Member Starley has served one term. All three current members would like to be considered for reappointment.

The Airport Advisory Board had four meetings in 2024. There were no board member absences.

All current members have expressed their desire and willingness to continue serving on the Airport Advisory Board.

The following citizen has submitted their application for consideration:

- Cheily Diaz, 2568 Sunset Drive

Staff recommends the reappointment of the first term member Rulon Starley, the

appointment of one citizen, and the reappointment of one member, waiving the term limit, to serve three-year terms, expiring on September 9, 2027.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Airport Advisory Board Roster.pdf
AAB Application - Chelly Diaz.pdf
Cheily_Diaz_resume.pdf
AAB Application - Celeste Lester.pdf
AAB Application - Gary Norville.pdf
AAB Application - Rulon Starley.pdf

City of New Smyrna Beach, FL

Airport Advisory Board Regular

Board Roster

Gary Norville

3rd Term Sep 09, 2015 - Sep 09, 2024

Appointing Authority City Commission
Position Alternate Member
Category experience directly related or involving aviation

Celeste Deloache Lester

2nd Term Feb 25, 2020 - Sep 09, 2024

Appointing Authority City Commission
Position Regular Member
Category experience directly related or involving aviation

Rulon Starley

1st Term Aug 24, 2021 - Sep 09, 2024

Appointing Authority City Commission
Position Vice Chair
Category experience directly related or involving aviation

James E. Dempsey

2nd Term Sep 10, 2023 - Sep 09, 2026

Appointing Authority City Commission
Position Chair
Category experience directly related or involving aviation

Timothy Caudill

1st Term Feb 13, 2024 - Sep 09, 2026

Position Regular Member
Category experience directly related or involving aviation

David A Maib

1st Term Sep 10, 2023 - Sep 09, 2026

Appointing Authority City Commission

Position Regular Member

Category experience directly related or involving aviation

Boards & Commissions Application

Profile

Cheily
First Name

Diaz
Last Name

diaz7a1@erau.edu
Email Address

2568 Sunset Dr.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32141
Postal Code

Home: (386) 416-8202
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 months, and previously 4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Embry-Riddle Aeronautical University

Degrees held

B.S Technical Management, minor in Aviation Safety, ERAU M.S Management, ERAU

Cheily_Diaz_resume.docx
Upload a Resume

Work Experience

Embry-Riddle Aeronautical University	Director, Compensation and HR Compliance
Employer	Job Title

Please describe your work experience, if any.

Director, Compensation and HR Compliance, 2019-Present, Embry Riddle Aeronautical University, Daytona Beach, FL Responsible for overseeing and managing compensation programs and ensuring compliance with relevant laws and regulations pertaining to HR. This role involves a blend of strategic planning, policy development, data analysis, and regulatory compliance. The Director of Compensation and HR Compliance is responsible for managing the compensation function of the organization by developing and implementing new and revised compensation programs, policies and procedures to align with the company's goals and competitive practices. Position is also responsible for ensuring that the Department's processes are consistently administered in compliance with internal policies and government regulations. • Manages the development, implementation, and administration of ERAU's compensation program, including job offers, position description reviews, organizational changes, and restructures. Ensures that practices follow internal equity guidelines and external market benchmarks. • Maintains compliance with federal, state, and local employment laws and regulations. Reviews internal HR processes to maintain compliance with current and future changes to laws. Maintains and expands knowledge of existing and proposed federal and state laws/regulations affecting human resource management. Identifies trends that could affect organizational objectives and/or operational resources. Works with HR department to implement compliance driven changes to processes and maintains proper documentation and audit purposes. Works with Internal Audit and Risk Management to Identify risks the HR department faces. Designs or implements controls to mitigate those risks and tracks the effectiveness of the controls. Point of contact for compliance, risk management and institutional assessments. • Workday implementation, management, and update lead for Compensation module and HCM as a whole. Business Manager, College of Aviation, 2017-2019, Embry Riddle Aeronautical University, Daytona Beach, FL Wholly responsible for daily financial operations for the division, managing daily financial accounting functions including analysis, forecasting, and financial reporting. Directed team in the performance of administrative and financial activities, ensuring accuracy, transparency, and proper fiscal responsibility. Oversaw budgets of $40M+, managing revenue and expenditures for proper allocation. Performed HR functions, served as Emergency Response personnel, and liaised between internal and external partners. Developed revenue projections and expense reports to guide department priorities, increase efficiency, and maximize revenues. • Met the challenge of defining role and requirements for the Business Manager Position for university-wide integration – established SOPs built on world-class practices and policies. • Reallocated funding and reduced waste of operational expenses to fund virtual reality lab, lap developer position, two additional faculty positions, and one safety officer position. Licensed Assistant Branch Manager, 2012 to 2017 Regions Bank, Orange City, FL Directed branch office staff in the execution of key strategies focused on quality customer service through sales and service of products and achievement of branch and individual goals; monitored staff performance and provided guidance to boost performance. Served as Branch Compliance Officer, responsible for ensuring financial and bank compliance and conducting inspections and audits. Assisted with the direction and administration of branch operations, balanced transactions and completed month-end certification of cash items. Served as Branch Manager in absence of leadership and Community Service and Regions Education Champion – accountable for delivering training to diverse audiences on various banking topics. • Selected to mentor new employees on best-in-class practices, corporate standards, and compliance guidelines – successfully achieved 100% on mystery shop audit. • Worked with local Chamber of Commerce to develop outreach opportunities for local schools. Actively fundraised for annual educator award. Co-founded Young Leadership group at Southeast Volusia Chamber of Commerce. Financial Manager / Operations Manager, 2005 to 2011 U.S. Army, Fort Campbell, KY Excelled in multi-tasks administration, overseeing budget and finance operations, pre and post deployment training procedures – for 800 soldiers, and equipment safety and inspections. Served as Non-Commissioned Officer of Iraq North office, responsible for reviewing and approving transactions while ensuring compliance and accuracy; conducted audits. Led trainings related to policy changes. Held role as Drug Prevention Officer for 101st Finance Management Company. Prioritized professional and personal wellbeing of the soldiers under command as Team Lead. • Earned Army Achievement Medal for financial services. • Received U.S. Army Good Conduct Medal for honorable service and U.S. Army Commendation Medal for meritorious service. • Increased accuracy ratings of teams to 98.9% in the military out-processing and retirement pay office of military and civilian sectors. • Successfully developed a system that minimized fraud, waste

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I previously served as Co-Chair of the Crystal Apple award and co-founder of the NExtGen Professional Group at the SEV Chamber of Commerce. I have been an active youth coach volunteer throughout NSB and Edgewater.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

My love for aviation extends beyond my current employer. While attending high school, I lived across the bay from the airport. I am now fortunate enough to live right down the road from it. While some complain about airport noise, the sound of airplanes is soothing to me and despite the beauty of the bay, I stop to watch anytime I plane flies by! I want to serve on this Board to put my passion, knowledge, and experience in the aviation and business world to work in our community and the very airport that has been near and dear to my heart for may years.

References

Name of Reference #1

Erica Deaton

Address of Reference #1

2766 Neverland Dr. NSB, FL 32168

Telephone Number of Reference #1

386-233-0820

Email address of reference #1

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Andrea Hooper

Address of Reference #2

1 Aerospace BLVD. Daytona Beach FL 32114

Telephone Number of Reference #2

386-226-7269

Email Address of Reference #2

HOOPERA1@erau.edu

Nature of your relationship (business/personal).

Business

Name of Reference #3

Dr. Alan Stolzer

Address of Reference #3

1 Aerospace BLVD. Daytona Beach FL 32114

Telephone Number of Reference #3

386-226-7352

Email address of Reference #3

stolzera@erau.edu

Nature of your relationship (business/personal).

Business

Cheily Diaz

Cheilydiaz1952@gmail.com •2568 Sunset Dr. New Smyrna Beach, FL 32168 • 386-416-8202

Professional Summary

Highly motivated employee with a wealth of knowledge in finance and human operations within various fields. Excel in developing strategies to improve financial frameworks with unwavering strengths in performing detailed and complex financial functions. Talent for conducting in-depth analysis to identify gaps and integrate improvements. Remarkable communicator and collaborator with proven capabilities in managing diverse administrative and operations functions. Leadership experience leading a department and stepping in during higher leadership absence. Recognized as a problem solver in fast moving environments with an uncanny ability to predict the needs of an area and to provide sufficient data to make informed decisions.

Career Experience

Director, Compensation and HR Compliance, 2019-Present, Embry Riddle Aeronautical University, Daytona Beach, FL

Responsible for overseeing and managing compensation programs and ensuring compliance with relevant laws and regulations pertaining to HR. This role involves a blend of strategic planning, policy development, data analysis, and regulatory compliance. The Director of Compensation and HR Compliance is responsible for managing the compensation function of the organization by developing and implementing new and revised compensation programs, policies and procedures to align with the company's goals and competitive practices. Position is also responsible for ensuring that the Department's processes are consistently administered in compliance with internal policies and government regulations.

- Manages the development, implementation, and administration of ERAU's compensation program, including job offers, position description reviews, organizational changes, and restructures. Ensures that practices follow internal equity guidelines and external market benchmarks.
- Maintains compliance with federal, state, and local employment laws and regulations. Reviews internal HR processes to maintain compliance with current and future changes to laws. Maintains and expands knowledge of existing and proposed federal and state laws/regulations affecting human resource management. Identifies trends that could affect organizational objectives and/or operational resources. Works with HR department to implement compliance driven changes to processes and maintains proper documentation and audit purposes. Works with Internal Audit and Risk Management to Identify risks the HR department faces. Designs or implements controls to mitigate those risks and tracks the effectiveness of the controls. Point of contact for compliance, risk management and institutional assessments.
- Workday implementation, management, and update lead for Compensation module and HCM as a whole.

Business Manager, College of Aviation, 2017-2019, Embry Riddle Aeronautical University, Daytona Beach, FL

Wholly responsible for daily financial operations for the division, managing daily financial accounting functions including analysis, forecasting, and financial reporting. Directed team in the performance of administrative and financial activities, ensuring accuracy, transparency, and proper fiscal responsibility. Oversaw budgets of $40M+, managing revenue and expenditures for proper allocation. Performed HR functions, served as Emergency Response personnel, and liaised between internal and external partners. Developed revenue projections and expense reports to guide department priorities, increase efficiency, and maximize revenues.

- Met the challenge of defining role and requirements for the Business Manager Position for university-wide integration – established SOPs built on world-class practices and policies.
- Reallocated funding and reduced waste of operational expenses to fund virtual reality lab, lap developer position, two additional faculty positions, and one safety officer position.

Licensed Assistant Branch Manager, 2012 to 2017
Regions Bank, Orange City, FL

Directed branch office staff in the execution of key strategies focused on quality customer service through sales and service of products and achievement of branch and individual goals; monitored staff performance and provided guidance to boost performance. Served as Branch Compliance Officer, responsible for ensuring financial and bank compliance and conducting inspections and audits. Assisted with the direction and administration of branch operations, balanced transactions and completed month-end certification of cash items. Served as Branch Manager in absence of leadership and Community Service and Regions Education Champion – accountable for delivering training to diverse audiences on various banking topics.

- Selected to mentor new employees on best-in-class practices, corporate standards, and compliance guidelines – successfully achieved 100% on mystery shop audit.
- Worked with local Chamber of Commerce to develop outreach opportunities for local schools. Actively fundraised for annual educator award. Co-founded Young Leadership group at Southeast Volusia Chamber of Commerce.

Financial Manager / Operations Manager, 2005 to 2011
U.S. Army, Fort Campbell, KY

Excelled in multi-tasks administration, overseeing budget and finance operations, pre and post deployment training procedures – for 800 soldiers, and equipment safety and inspections. Served as Non-Commissioned Officer of Iraq North office, responsible for reviewing and approving transactions while ensuring compliance and accuracy; conducted audits. Led trainings related to policy changes. Held role as Drug Prevention Officer for 101st Finance Management Company. Prioritized professional and personal wellbeing of the soldiers under command as Team Lead.

- Earned Army Achievement Medal for financial services.
- Received U.S. Army Good Conduct Medal for honorable service and U.S. Army Commendation Medal for meritorious service.
- Increased accuracy ratings of teams to 98.9% in the military out-processing and retirement pay office of military and civilian sectors.
- Successfully developed a system that minimized fraud, waste, and abuse of funding in Iraq while ensuring every transaction was recorded, accurate, and properly allocated.

Education, Training and Proficiencies

Master of Science in Management, ERAU
Bachelor of Science in Technical Management (Information Systems Management), ERAU
Compensation Analyst Credential, Economic Research Institute
Lean Six Sigma Green Belt, Purdue University
Regions Bank Management Associate Program
U.S. Army Finance Advanced Individual Training and Sergeant Warrior Leadership Training

Technical Proficiency: MS Office, Discover, Oracle, PeopleSoft, Campus Solutions, Cognos, DOS, Workday.

Boards & Commissions Application

Profile

Celeste Deloache
First Name

Lester
Last Name

punkydoodlesaman@aol.com
Email Address

410 Quay Assisi
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 426-8562
Primary Phone

Business: (386) 405-7868
Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Appointed
Parking Task Force: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

28 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Stone Mountain

College(s)

Dekalb Community College

Degrees held

Upload a Resume

Work Experience

Employer

Job Title

Please describe your work experience, if any.

Have been work with public sense I was 9 years old. Board of Southern Travelers Exhibitors in Appeal Business Office in several corporations. Have a dental office also.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

AIrport Advisory Board

Please describe any community board, groups or events you have been involved with:

Sponsor some events at the Hub on Canal Member of Southeast Volusia Chamber of Commerce.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes ( ) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ○ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I experience with flying, Banner Towing and I care about the NSB Airport

References

Name of Reference #1

Michael Kolody

Address of Reference #1

105 Villa Capri NSB

Telephone Number of Reference #1

(386) 337-1268

Email address of reference #1

kolodyeng@gmail.com

Nature of your relationship (business/personal).

Name of Reference #2

Deb Dugas

Address of Reference #2

200 N Pine Street NSB

Telephone Number of Reference #2

(864) 979-4206

Email Address of Reference #2

debdug@aol.com

Nature of your relationship (business/personal).

Name of Reference #3

Khalid Resheidat

Address of Reference #3

210 Sams Avenue New Smyrna Beach, FL 32168

Telephone Number of Reference #3

(386) 410-2637

Email address of Reference #3

kresheidat@cityofnsb.com

Nature of your relationship (business/personal).

City of New Smyrna Beach, Florida

Boards & Commissions Application

Profile

Gary
First Name

Norville
Last Name

eamericanaeros@cfl.rr.com
Email Address

2085 Maltese Lane
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

(386) 314-6144
Primary Phone

(386) 423-7700
Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Reapplying

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

30 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Yes

College(s)

Degrees held

Upload a Resume

Work Experience

Employer

Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

Yes No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

Yes No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

Yes No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

References

Name of Reference #1

Address of Reference #1

Telephone Number of Reference #1

Email address of reference #1

Nature of your relationship (business/personal).

Name of Reference #2

Address of Reference #2

Telephone Number of Reference #2

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3

Address of Reference #3

Telephone Number of Reference #3

Email address of Reference #3

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

Rulon
First Name

Starley
Last Name

jimstarley49@gmail.com
Email Address

253 Minoca Beach Way, Apt 906
Home Address

Suite or Apt

New Smryna Beach
City

FL
State

32169
Postal Code

Mobile: (386) 689-9826
Primary Phone

Home: (386) 410-2450
Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Appointed

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Owned property here as a second home since 1983. Full time since 2018

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Palos Verdes High School

College(s)

Claremont McKenna College

Degrees held

Bachelor of Arts

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Upload a Resume

Work Experience

Employer	Job Title
Airlines, Overseas National Airlines, Braniff International Airways, Peninsula Aviation	Operations; Flight Manager; Pilot; Flight Instructor, Charter Pilot

Please describe your work experience, if any.

I have over fifty years of experience working in aviation which began as a line boy at Torrance Municipal Airport in California and progressed to the Vice President level at major airlines. I have a practiced and working knowledge of the operational and regulatory aspects of all flight operations and attendant infrastructure, and am currently involved in general aviation as an aircraft owner (Cessna 195).

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am currently semi-retired and now have the time to contribute to the community. I have a background in the aviation sector and am confident I can contribute to your airport advisory board.

References

Name of Reference #1

Jim Bayer

Address of Reference #1

253 Minorca Beach Way, Apt 806 New Smyrna Beach, Fl 32169

Telephone Number of Reference #1

281 900-5453

Email address of reference #1

jim.bayer436@gmail.com

Nature of your relationship (business/personal).

Friend and Neighbor

Name of Reference #2

Capt. Fred Abbott

Address of Reference #2

27945 Hardin Store Rd. Magnolia, Texas 77354

Telephone Number of Reference #2

832 332-8255

Email Address of Reference #2

windsaloftfarm@icloud.com

Nature of your relationship (business/personal).

Capt Abbott is the retired Sr. VP. of Operaitons at United Airlines and a long time colleague and friend

Name of Reference #3

Dave Hopkins

Address of Reference #3

Air Transport Business Development 171 Pier Avenue, #191 Santa Monica, Ca 90405

Telephone Number of Reference #3

310 990-2045

Email address of Reference #3

dhopkins@airtransportbd.com

Nature of your relationship (business/personal).

Dave is Presiden to Air Transport Business Development for whom I do consulting work

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CITY CLERK'S REPORT

September 10, 2024

Background:

The City Clerk's Office would like to share the following information:

City Commission & Community Upcoming Events

- Tuesday, September 10, 2024 at 6:30 PM: City Commission Regular Meeting, Commission Chambers
- Wednesday, September 11, 2024 at 5:15 PM: City Commission Special Meeting/First Budget Hearing, Commission Chambers
- Tuesday, September 17, 2024 at 4:00 PM: Ribbon Cutting Ceremony, Engel & Volkers, 101 Canal Street
- Tuesday, September 24, 2024 at 5:15 PM: City Commission Special Meeting (Parking Consultant Study), Commission Chambers
- Tuesday, September 24, 2024 at 6:10 PM: CRA Meeting, Commission Chambers
- Tuesday, September 24, 2024 at 6:30 PM: City Commission Regular Meeting/Second Budget Hearing, Commission Chambers
- Thursday, September 26, 2024 at 6:00 PM: VLOC Dinner Meeting, Ormond Beach

General Election Candidates

- Zone 3: Jason McGuirk *(Incumbent)* and Larry Westley
- Zone 4: Randy Hartman *(Incumbent)* and Brian Ashley
- Mayor: Fred Cleveland *(Incumbent)* and Francis T. Dalton, Jr.

2024 Municipal Elections Important Dates

- General Election: Tuesday, November 5, 2024

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk